

EXHIBIT A
TO STADIUM LEASE

DEFINITIONS

"**49ers Management Company**" has the meaning set forth in Paragraph 6.2.2(a) of this Lease.

"**Acceptable Bank**" means a domestic bank or financial institution mutually agreed to by Landlord and Tenant.

"**Action or Proceeding**" means any proceeding, arbitration or other alternative resolution process, Governmental Authority investigation, hearing, audit, appeal, administrative proceeding or judicial proceeding, including (a) litigation (including trial and appellate litigation, bankruptcy litigation, administrative proceedings, and hearings at all levels); (b) action by Landlord to enforce any rights and remedies under, or to terminate, this Lease; or (c) appraisal, arbitration, or mediation process or proceeding, whether or not identified as adversarial.

"**Additional Addresses**" has the meaning set forth in Paragraph 33.9 of this Lease.

"**Additional Fixed Ground Rent**" has the meaning set forth in Paragraph 17.1.3 of this Lease.

"**Additional Rent**" has the meaning set forth in Paragraph 6.9 of this Lease.

"**Advertising and Sponsorship Contracts**" means contracts, licenses, sublicenses or other agreements entered into by Tenant, the Team or any Second Team granting advertisers or sponsors Advertising and Sponsorships Rights in, on or from the Premises or the Appurtenant Areas.

"**Advertising and Sponsorship Rights**" means, collectively, all advertising, sponsorship and promotional activity, Signage, messages and displays of every kind and nature, whether now existing or developed in the future, including, without limitation, permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, portions of the Stadium Complex or Appurtenant Areas, fixtures or equipment (such as Scoreboard advertising and canopy advertising); audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual signage; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel (such as ushers and ticket takers) engaged in the operation of any Stadium Event; and logos, slogans or other forms of advertising affixed to or included with such items, including, but not limited to: cups, hats, T-shirts; advertising of Concessions (including menu boards and point of purchase concession advertising within the Stadium); advertising through Broadcast Rights; advertising through Telecommunications Rights; advertising through Domain Name Rights; and advertising through other concession, promotional or premium items. "Advertising and Sponsorship Rights" shall include Stadium Components Sponsorship Rights, Branding Rights, Service Rights, and Pourage Rights. "Advertising and Sponsorship Rights" shall exclude Stadium Naming Rights and Non-NFL Event Advertising Rights.

"**AEF**" has the meaning set forth in Paragraph 7.7.6 of this Lease.

"**Affiliate**" of any Person means any Person which directly or indirectly through one or more intermediaries, (a) Controls, or (b) is Controlled by, or (c) is under Common Control with, another Person.

"**Agency Upfront Contribution**" means an amount equal to the sum of (a) Seven Million Fifty-Three Thousand Three Hundred Eighty Dollars (\$7,053,380.00) (*i.e.*, the amount contributed by the Redevelopment Agency pursuant to the Cooperation Agreement and the Predevelopment Funding Agreement prior to the Effective Date), unless and to the extent such amount is required to be refunded or repaid by the Stadium Authority for any reason, plus (b) to the extent actually contributed to the Stadium Authority pursuant to the Cooperation Agreement, up to Two Million Six Hundred Ninety-Seven Thousand Dollars (\$2,697,000.00) of proceeds from the issuance by the Redevelopment Agency of its 2011 North Bayshore Redevelopment Project Area Tax Allocation Bonds, plus (c) to the extent actually used by the Stadium Authority to pay development fees to the City, up to One Million Six Hundred Thousand Dollars (\$1,600,000.00) paid to the Stadium Authority by the Redevelopment Agency as "Agency's Share of Development Fees" (as defined in the Predevelopment Funding Agreement).

"**Alternative Energy Agreements**" has the meaning set forth in Paragraph 7.7.6 of this Lease.

"**Alternative Energy Provider**" has the meaning set forth in Paragraph 7.7.6 of this Lease.

"**Annual Capital Reserve Amount**" means, for the first Lease Year, the sum of Two Million Dollars (\$2,000,000.00). For the second and each succeeding Lease Year, the Annual Capital Reserve Amount shall increase by three percent (3%).

"**Annual Demolition Cap Ex Deposit**" has the meaning set forth in Paragraph 20.4.2 of this Lease.

"**Annual Non-NFL Event Plan**" has the meaning set forth in Paragraph 4.7.1 of this Lease.

"**Annual Shared Stadium Expense Budget**" has the meaning set forth in Paragraph 8.5.1 of this Lease.

"**Annual Stadium Authority Budget**" means the annual budget of the Stadium Authority, which shall include the Annual Shared Stadium Expense Budget.

"**Annual Statement of Stadium Operations**" has the meaning set forth in Paragraph 8.3.3 of this Lease.

"**Applicable Laws**" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order, whether now or hereafter existing, of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority, whether now or hereafter existing.

"**Approved Sublease**" means the Team Sublease, any Second Team Sublease, any sublease of the Stadium Commercial Areas permitted pursuant to Paragraph 16.3 and any other sublease,

license, concession or other occupancy agreement entered into by Tenant for the use or occupancy of space or the location of any business or commercial operations in or on the Premises permitted or otherwise approved by Landlord pursuant to ARTICLE 16 of this Lease.

"Approved Subtenant" means the Team pursuant to the Team Sublease, any Second Team pursuant to a Second Team Sublease, and any other subtenant, occupant, licensee or concessionaire under or pursuant to an Approved Sublease.

"Appurtenant Areas" has the meaning set forth in Paragraph 1.3 of this Lease.

"Appurtenant Improvements" has the meaning set forth in Paragraph 7.1 of this Lease. In no event shall the Appurtenant Improvements include, for purposes of the Parties' obligations pursuant to Paragraph 7.1 of this Lease, any other of the Appurtenant Areas.

"Attorneys' Fees and Costs" means reasonable attorneys' fees, costs, expenses and disbursements, including, but not limited to, expert witness fees and costs, travel time and associated costs, transcript preparation fees and costs, document copying, exhibit preparation, courier, postage, facsimile, long-distance and communications expenses, court costs and other reasonable costs and fees associated with any other legal, administrative or alternative dispute resolution proceeding, including such fees and costs associated with execution upon any judgment or order, and costs on appeal.

"Audit" has the meaning set forth in Paragraph 8.4.2 of this Lease.

"Bankruptcy Proceeding" means any bankruptcy, composition, insolvency, reorganization, or similar proceeding, whether voluntary or involuntary, under Title 11, United States Code, or any other or successor federal or state bankruptcy, insolvency, reorganization, moratorium, or similar law for the relief of debtors, including any assignment for the benefit of creditors and any adversary proceeding, proceedings for the appointment of a receiver or trustee, or similar proceeding.

"Bankruptcy Sale" means a sale of property, or any interest in property, under 11 U.S.C. § 363 or otherwise, in any bankruptcy, insolvency, or similar proceeding.

"Branding Rights" means the exclusive right to designate those products and retail rights that may be sold, displayed or delivered on an exclusive or non-exclusive basis to, at or in the area in question and excludes Pourage Rights and Service Rights.

"Bridges" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"Bridge License Agreement" means that certain Real Property License Agreement dated as of March 28, 2012, by and between the Stadium Authority and the Water District, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Broadcast Rights" means any and all of the rights to the full and exclusive use and enjoyment of, and to control, lease, license, grant concessions with respect to, sell, benefit and enter into agreements with respect to, all radio, television, computer network and other electronic broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio rights

and similar rights by whatever methods, means or process, now existing or hereafter developed, for preserving, transmitting, disseminating or reproducing for hearing or viewing (a) NFL Games, NFL Events or Tenant Incidental Uses or (b) other Tenant-related activities at or near the Premises (including inside or outside the Premises), including broadcast (analog, digital or HDTV), terrestrial cable, microwave, multipoint distribution services (MDS), multichannel MDS (MMDS), satellite television systems (STV) satellite master antenna televisions systems (SMATV), fiber optic, the World Wide Web, Internet, computer network, computer on-line applications, direct broadcast satellite (DBS), local MDS (LMDS), Narrow and Broadband Services, transmission directly to so-called "backyard" TV receive-only (TVRO) receiving dishes, any video dialtone system, open video system (OVS), DPS, Pay-Per-View, radio, and by means of any similar or dissimilar electronic, analog, digital or other form of distribution means now known or hereafter invented.

"**Budget Comment Period**" has the meaning set forth in Paragraph 8.5.1 of this Lease.

"**Business Day**" means any day of the year on which the City's administrative offices are open for business, not including Saturdays, Sundays or Legal Holidays.

"**Business Hours**" means 9:00 a.m. through 5:00 p.m. on Business Days.

"**Capital Expenditure**" means the cost of items considered Capital Repairs, capital replacements, capital improvements or capital equipment pursuant to GAAP and shall include the rental cost of items which if purchased, rather than rented, would constitute a Capital Expenditure.

"**Capital Expenditure Plan**" shall mean the plan for the expenditures from the Stadium Capital Expenditure Reserve, as more particularly described in ARTICLE 10.

"**Capital Expenditure Threshold**" means, (a) for Lease Years 1-10, One Hundred Million Dollars (\$100,000,000.00); (b) for Lease Years 11-20, Eighty Million Dollars (\$80,000,000.00), (c) for Lease Years 21-30, Sixty Million Dollars (\$60,000,000.00), (d) for Lease Year 31, Thirty Million Dollars (\$30,000,000.00), (e) for Lease Year 32 and each succeeding Lease Year through Lease Year 40, the Capital Expenditure Threshold for the immediately preceding Lease Year, less Three Million Dollars (\$3,000,000.00); provided, however, that that, for Lease Year 40 and for each Lease Year during any Extension Term, the Capital Expenditure Threshold shall equal Five Million Dollars (\$5,000,000.00).

"**Capital Plan Comment Period**" has the meaning set forth in Paragraph 10.4.1 of this Lease.

"**Capital Repair(s)**" means any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Premises, the South Lot, the South Access Road or the Bridges if such work is necessitated by:

(a) Any defects (whether latent or patent) in design or construction of the Premises, or in the installation of any Property in or on the Premises;

(b) Physical Obsolescence (including replacement necessitated by repeated breakdown of a component of the Premises despite efforts to repair or restore it short of such replacement); or

(c) Modifications required by Applicable Laws.

The term "**Capital Repair**" shall not include (i) Maintenance, (ii) Casualty Repair Work, (iii) Condemnation Repair Work and (iv) the portion of any contract for the performance of any the foregoing in clauses (i), (ii) and (iii) of this sentence.

"**Casualty**" means any damage, destruction or other property casualty resulting from any fire or any Force Majeure or other sudden, unexpected or unusual cause. Casualty shall not include any damage, destruction or other property casualty resulting from Landlord's failure to perform its Capital Repair or Maintenance obligations.

"**Casualty Repair Work**" has the meaning set forth in Paragraph 24.1 of this Lease.

"**Cedar Fair**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**City**" means the City and County of Santa Clara, a municipal corporation.

"**City of Santa Clara Senior and Youth Program Fee**" has the meaning set forth in Paragraph 12.2 of this Lease.

"**City-Stadium Authority Public Parking Agreement**" means that certain City of Santa Clara Parking Rights Agreement (Stadium Authority) dated as of March 28, 2012, by and between the City and the Stadium Authority, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"**City-Tenant Recognition, Non-Disturbance and Attornment Agreement**" means that certain Recognition, Non-Disturbance and Attornment Agreement dated as of the Effective Date by and among Landlord, Tenant and the City, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"**City-Tenant Public Parking Agreement**" means that certain that certain City of Santa Clara Parking Rights Agreement (StadCo) dated as of March 28, 2012, by and between the City and Tenant, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"**Civic Events**" has the meaning set forth in Paragraph 4.7.2 of this Lease.

"**Civic Event Expenses**" has the meaning set forth in the definition of Stadium Authority Event Expenses below.

"**Club Facilities**" means the private club facilities in the Stadium depicted on the Stadium Plans; provided, however, that Tenant may, at any time and from time to time relocate, redesign, reconfigure, expand or reduce, or otherwise modify the Club Facilities.

"**Club Seats**" means those premium seats in the Stadium accessible through the Club Facilities.

"**Commencement Date**" has the meaning set forth in Paragraph 2.1.

"**Common Control**" means that two or more Persons are Controlled by the same other Person.

"**Comparable Facilities**" means one or more stadiums in which NFL Games are played and events (such as concerts, family shows, conventions and other public events) are held that are comparable in size to the Stadium and are located in the United States; provided, however, that, to the extent the subject matter of this Lease relates to or is affected by whether or not the Stadium or comparable stadium is air-conditioned, open air or has a retractable roof, the term "Comparable Facilities" shall mean and refer to any such comparable stadium that is open air with no retractable roof.

"**Comparable Users**" shall mean and refer to (a) professional football teams franchised by the NFL; and (b) other customary users of Comparable Facilities, such as promoters of concerts, family shows, conventions and other public events customarily held in Comparable Facilities.

"**Compliance Contest**" has the meaning set forth in Paragraph 4.11.1 of this Lease.

"**Compliance Work**" has the meaning set forth in Paragraph 4.11.2 of this Lease.

"**Complimentary Parking Passes**" has the meaning set forth in Paragraph 7.4.5 of this Lease.

"**Concession Agreement**" has the meaning set forth in Paragraph 7.3.1 of this Lease.

"**Concession Facilities**" means any concession stands, vendors commissaries, carts, kiosks, condiment stands, novelty stands, portable specialty carts, food courts, and other permanent or temporary structures for Concessions or at which Concessions shall be prepared, stored, served or offered or distributed for sale.

"**Concession Operations**" means the exercise and operation of all Concession Rights within the Stadium Complex or portions of the Stadium Complex, as the case may be.

"**Concession Revenue**" means all Net Revenues received from Concessionaires engaged in the sale of food, beverages and other goods in the Stadium or on Stadium Parking Areas.

"**Concession Rights**" means, collectively, the right to license, sell, display, distribute, and store all Concessions within the Stadium or portions of the Stadium, as the case may be. Subject to the provisions of Paragraph 7.3 of this Lease, the Concession Rights shall include the right to assemble, stage, display, operate, locate or store Concession Facilities.

"**Concessionaire(s)**" means any Person(s) operating the Concession Operations.

"**Concessions**" means, collectively, any and all Consumable Concessions and Non-Consumable Concessions, but shall exclude Pourage Rights, Service Rights, and Branding Rights.

"**Condemnation Action**" means the temporary or permanent taking or damaging, including severance damage, of all or any part of any property, or the right of possession thereof, by eminent domain, inverse condemnation, or for any public or quasi-public use under Applicable Laws. A Condemnation Action may occur pursuant to the recording of a final order of condemnation, or by a voluntary sale of all or any part of any property to any Person having the power of eminent domain (or to a designee of any such Person), provided that the property or such part thereof is then under the threat of condemnation or such sale occurs by way of settlement of a condemnation action.

"**Condemnation Expenses**" has the meaning set forth in Paragraph 25.4 of this Lease.

"**Condemnation Repair Work**" has the meaning set forth in Paragraph 25.4 of this Lease.

"**Construction Agency Agreement**" means that certain Construction Agency Agreement dated as of February 8, 2012, between the Stadium Authority and Tenant, as it may be amended, restated, supplemented or otherwise modified from time to time.

"**Consumable Concessions**" means, in the Stadium Complex, collectively, the sale and service of food and beverages, the sale and service of alcoholic beverages (subject to procurement of all necessary licenses and permits required by any Governmental Authority), catering and banquet sales and services (including, but not limited to, catering service with respect to any Suites), all the foregoing related to Stadium Events.

"**Control**" means (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by more than fifty percent (50%) of their directors, or (b) direct or indirect control of a majority of the directors in the case of a corporation. Controlled has a correlative meaning.

"**Controlling Person**" of any Person means any individual that directly or indirectly Controls such Person.

"**Cooperation Agreement**" means that certain Cooperation Agreement to Assist Publicly-Owned Stadium, originally executed on February 22, 2011, and re-executed with clarifying amendments on February 28, 2011, by and between the Stadium Authority and the Redevelopment Agency.

"**CPI Fraction**" means, as of any particular date called for under this Lease, a fraction, the denominator of which is the index value of the Designated Index for the calendar month in which the Commencement Date occurs and the numerator of which is the index value of the Designated Index for the calendar month which is two (2) full calendar months prior to the calendar month in which such date specified under this Lease occurs. If the CPI Fraction cannot be determined at any particular time because the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one month) is not then known, the CPI Fraction shall be determined using the then most recently reported index value of the Designated Index and, when the index value of the Designated Index for the specified month is known, the CPI Fraction and any calculation based thereon shall be

redetermined using the index value of the Designated Index for the specified month (or the index period during which such month occurs, if the index period is longer than one month).

"**Credited Public Safety Costs**" has the meaning set forth in Paragraph 7.5.3(a) of this Lease.

"**Cure Period Expiration Notice**" means a Notice, from Landlord to all Tenant Mortgagees, with respect to all Tenant Defaults alleged to exist at the time such Notice is given, that: (a) states that Tenant's cure period has expired; (b) describes the alleged Tenant Default or Defaults in reasonable detail; (c) cites the provision or provisions of this Lease under which such alleged Tenant Default or Defaults arose; and (d) specifies the duration of the relevant Tenant Mortgagee's Cure Rights. A Cure Period Expiration Notice shall become effective as to any Tenant Mortgagee only when Landlord has delivered it to all Tenant Mortgagees.

"**DDA**" means that certain Disposition and Development Agreement (Stadium Lease) made as of December 13, 2011, by and between Stadium Authority and Tenant.

"**Default Rate**" has the meaning set forth in Paragraph 6.8 of this Lease.

"**Demolition Cost Estimate**" has the meaning set forth in Paragraph 20.4.1 of this Lease.

"**Demolition Notice**" has the meaning set forth in Paragraph 20.3.1 of this Lease.

"**Demolition Work**" has the meaning set forth in Paragraph 20.3.1 of this Lease.

"**Demolition Work Agreement**" has the meaning set forth in Paragraph 20.3.1 of this Lease.

"**Demolition Work Contractor**" has the meaning set forth in Paragraph 20.3.1 of this Lease.

"**Design-Build Agreement**" means that certain Design-Build Agreement dated as of February 8, 2012, by and among the Stadium Authority, Tenant and the Design-Build Contractor, as it may be amended, restated, supplemented or otherwise modified from time to time.

"**Design-Build Contractor**" means Turner/Devcon Joint Venture, which is a joint venture of Turner Construction and Devcon Construction or such other general contractor as approved by the Stadium Authority.

"**Designated Index**" means the United States Consumer Price Index for all Urban Consumers (also known as the CPI-U) for the San Francisco-Oakland-San Jose Metropolitan Statistical Area (1982-1984=100), as published monthly (or if same shall no longer be published monthly, on the most frequent basis available) by the Bureau of Labor Statistics, U.S. Department of Labor (but if such Designated Index is subject to adjustment later, the later adjusted index, together with any correlation factor necessary to relate the later adjusted index to the earlier index, as published by the entity publishing the index, shall be used), or if such publication should be discontinued, the Designated Index shall then refer to such comparable statistics on changes in the cost of living for urban consumers as the same may be computed and published (on the most frequent basis available) by an agency of the United States or by a responsible financial periodical of recognized authority, as reasonably selected by Landlord.

"Disproportionate Tax" means any New Tax or Tax Increase imposed by the City or a Landlord Affiliate, if such Tax is levied on (a) admissions to sporting or entertainment events, including Stadium Events, or as a surcharge on, or portion of the revenues derived from such admissions, or on (b) motor vehicle parking revenues derived from such events, or on (iii) any other basis if twenty five percent (25%) or more of the gross revenues received by the City or such Landlord Affiliate on account of such New Tax or Tax Increase is derived from payments made (or funds collected and remitted) by the Stadium Authority, Tenant, the Team or any Second Team or any of their subtenants, licensees or concessionaires on account of activities at the Stadium Site or directly related to activities at the Stadium Site, such as off-site parking and concessions for Stadium Events (but not including any activities conducted in any hotel or retail store not located on the Stadium Site); provided, however, that Disproportionate Taxes shall exclude the City of Santa Clara Senior and Youth Program Fee, fees received by the City in any Lease Year from holders of Off-Site Parking Permits for Stadium Events, and any New Tax or Tax Increase imposed in response to state legislation mandating the imposition of such Tax, or requiring the reduction of payments to the City or such Landlord Affiliate by one or more state agencies if such Tax is not imposed.

"Disproportionate Tax Reimbursement" has the meaning set forth in Paragraph 9.3 of this Lease.

"Dispute or Controversy" has the meaning set forth in Paragraph 27.1 of this Lease.

"Dispute Resolution Documents" means all demands, determinations, judgments, motions, notices, papers, pleadings, stipulations, and other documents and other written communications relating to or arising from any Action or Proceeding.

"Dispute Resolution Procedures" has the meaning set forth in Paragraph 27.1 of this Lease.

"Domain Name Rights" means any and all of the rights of Tenant to register and maintain a website or equivalent electronic information distribution system relating to professional football games, NFL Events, and/or other activities of Tenant at or near the Stadium Complex, including the rights to register and maintain a domain name or its equivalent for electronic access to such a website or system.

"Draft Budget" has the meaning set forth in Paragraph 8.5.1 of this Lease.

"Draft Cap Ex Plan Addendum" has the meaning set forth in Paragraph 10.4.2 of this Lease.

"Draft Capital Expenditure Plan" has the meaning set forth in Paragraph 10.4.1 of this Lease.

"Early Occupancy Period" has the meaning set forth in Paragraph 1.6 of this Lease.

"Effective Date" shall mean the effective date of this Lease, as set forth in the introductory paragraph of this Lease.

"Eligible CFD Expenditures" means expenditures from the proceeds of the Hotel CFD Advance and the revenue from the Hotel CFD Tax that are authorized by the Mello Roos Community Facilities Act of 1982.

"Emergency" means any circumstance in which Tenant or Landlord in good faith believes that immediate action is required in order to safeguard lives, property or the environment.

"Encumbrance(s)" means any defects in, easements, covenants, conditions or restrictions affecting, or Liens or other encumbrances on, the title to the Premises or otherwise affecting Tenant's rights hereunder.

"End of Term Capital Expenditure Projection" means, for purposes of determining the amount of the Required Demolition Fund pursuant to Paragraph 20.4.2, the projected amount to be expended by the Stadium Authority or Tenant for Capital Expenditures during the period beginning with the thirty-third (33rd) Lease Year and ending on the expiration of the Initial Lease Term, as shall be set forth in the Capital Expenditure Plan for the thirty-third (33rd) Lease Year; provided, however, that if Tenant exercises one or more Extension Options (other than the Interim Extension Option), the term "End of Term Capital Expenditure Projection" shall mean, for purposes of adjusting the amount of the Required Demolition Fund pursuant to Paragraph 20.4.2, the projected amount (as shall be set forth in the Capital Expenditure Plan for the first year of each successive Option Term) to be expended by the Stadium Authority or Tenant for Capital Expenditures during the extended Term.

"End of Term Reserves" has the meaning set forth in Paragraph 10.7 of this Lease.

"Enforceable Contracts" has the meaning set forth in Paragraph 7.8.1 of this Lease.

"Environmental Event" means (a) the spill, discharge, leakage, pumpage, drainage, pourage, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release or any kind of Hazardous Materials which causes a threat or actual injury to human health, the environment, plant or animal life, (b) the occurrence of any Actions or Proceedings pursuant to any Environmental Laws arising out of any of the foregoing and (c) any claims, demands, actions, causes of actions, remedial or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments or settlements arising out of any of the foregoing.

"Environmental Law" means any and all federal, state and local statutes, laws (including common law tort law, common law nuisance law and common law in general), regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment, or to handling, storage, emissions, discharges, releases or threatened emissions, discharges or releases of Hazardous Materials into the environment, including ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment or disposal of any Hazardous Materials, including, but not limited to, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Federal Solid Waste Disposal Act (including, but not limited to, the Resource Conservation and Recovery Act of 1976), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Emergency Planning and Community Right-to-Know Act, and any other federal, state or local laws, ordinances, rules, regulations and publications and similar restrictions now or hereafter existing relating to any of the foregoing.

"**Environmental Remediation**" has the meaning set forth in Paragraph 31.1 of this Lease.

"**Estate**" means any of the Fee Estate, the Landlord's Estate or the Leasehold Estate.

"**Estimated Shared Stadium Expenses**" has the meaning set forth in Paragraph 8.3.2 of this Lease.

"**Excess Revenues**" has the meaning set forth in ARTICLE 14 of this Lease.

"**Excluded Claims**" has the meaning set forth in Paragraph 23.8 of this Lease.

"**Excluded Obligation**" means any of the following, to the extent (if any) contained in this Lease or any New Lease: (a) for a period of six (6) months after a Foreclosure of any Tenant Mortgage, any and all nonmonetary obligations or covenants, except the obligation to comply with Applicable Laws; (b) all Tenant-Specific Obligations; and (c) any obligations that have been fully performed or no longer apply.

"**Exclusive Game Day Period**" means the period of time beginning forty-eight (48) hours prior to the scheduled start time of each NFL Game to be played in the Stadium, and ending twenty-four (24) hours following the completion of each NFL Game played in the Stadium; provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in ARTICLE 5 of this Lease, then, effective as of the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term, the Exclusive Game Day Period shall also include the period of time beginning forty-eight (48) hours prior to the scheduled start time of any Ticketed Non-NFL Event in the Stadium, and ending twenty-four (24) hours following the completion of each Ticketed Non-NFL Event in the Stadium.

"**Exclusivity Right(s)**" means any exclusive right, of whatever kind or nature that any Party has a right to grant under the terms of the Stadium Lease Documents that is included in (a) any Advertising and Sponsorship Rights, Stadium Naming Rights, or Concession Rights, and (b) the rights granted to the Team under the Team Sublease. Exclusivity Rights are subject to change, from time to time, during the Lease Term.

"**Excusable Landlord Delay**" means any delay by Landlord in achieving any deadlines for performance of obligations under this Lease, which is caused by or attributable to (but only to the extent of) (a) Force Majeure, (b) failure of Tenant to perform (or delay by Tenant in performing) any of its material obligations under this Lease within the time or by the date established by or pursuant hereunder for performance thereof, (c) negligence or willful misconduct by Tenant, any Tenant Transferee, including the Team or any Second Team, or any of their respective officers, directors, employees, agents, contractors or invitees, (d) any direct or indirect action or omission by or attributable to Tenant or any Tenant Transferee, including the Team or any Second Team (including, but not limited to, acts or omissions of any Person employed by Tenant or any Tenant Transferee, including the Team or any Second Team or of any agent, contractor or subcontractor of such Persons) which unreasonably and materially interferes with or delays Landlord's performance of its obligations under this Lease, or (e) any unreasonable delay by Tenant in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Tenant under this Lease unless permitted

hereunder. Notwithstanding the foregoing, "Excusable Landlord Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"**Excusable Tenant Delay**" means any Tenant Delay which is caused by or attributable to (but only to the extent of) (a) Force Majeure, (b) failure by Landlord to perform (or delay by Landlord in performing) any of its material obligations under this Lease within the time or by the date established by or pursuant to this Lease for performance thereof, (c) negligence or willful misconduct by Landlord or any Landlord Affiliate, or any of their respective officers, directors, employees, agents, contractors or invitees, (d) any direct or indirect action or omission by or attributable to Landlord or any Landlord Affiliate (including, but not limited to acts or omissions of any Person employed by Landlord or any Landlord Affiliate or, unless a Tenant Affiliate, the Stadium Manager, or of any agent, contractor or subcontractor of such Persons) which unreasonably interferes with or delays Tenant's performance of its obligations hereunder, or (e) any unreasonable delay by Landlord in approving or consenting or in refusing to approve or consent to any matter that requires the approval or consent of Landlord under this Lease. Notwithstanding the foregoing, "Excusable Tenant Delay" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"**Extension Option(s)**" has the meaning set forth in Paragraph 2.2 of this Lease.

"**Extension Term**" has the meaning set forth in Paragraph 2.2 of this Lease.

"**Extension Term Market Rent**" has the meaning set forth in Paragraph 6.3 of this Lease.

"**Event of Default**" has the meaning set forth in Paragraph 26.1 of this Lease.

"**Facility Rent**" has the meaning set forth in Paragraph 6.1 of this Lease.

"**Facility Rent Assumptions**" has the meaning set forth in Paragraph 6.1.2.

"**Facility Rent Schedule**" has the meaning set forth in Paragraph 6.1.1.

"**Fee Estate**" means City's fee interest in the Premises, subject to the interest of Landlord under the Ground Lease and the interest of Tenant under this Lease.

"**Fee Mortgage**" means a Mortgage that encumbers the Fee Estate.

"**Fee Mortgagee**" means the holder of a Fee Mortgage, and its successors and assigns, provided that Tenant has received Notice of its name and address and a copy of its Fee Mortgage.

"**Final Financing Plan**" means the Final Financing Plan approved by the Stadium Authority on March 13, 2012.

"**Final Notice**" has the meaning set forth in Paragraph 26.5 of this Lease.

"**Fixed Ground Rent**" has the meaning set forth in the Ground Lease.

"**Force Majeure**" means an occurrence, including any of the following, for the period of time, if any, that the performance of a Party's material obligations under this Lease is actually, materially, and reasonably delayed or prevented thereby: acts of God; acts of the public enemy; the confiscation or seizure by any Governmental Authority; insurrections; wars or war-like action (whether actual and pending or expected); arrests or other restraints of government (civil or military); blockades; embargoes; strikes, labor unrest, labor disputes or unavailability of labor or materials (any of which are not caused by a Party's or, in the case of Landlord, the Stadium Manager's work force); lock-outs (not caused or implemented by a Party or, in the case of Landlord, the Stadium Manager); epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; any delays occasioned by arbitration actions and proceedings under the Dispute Resolution Procedures specified in this Lease; civil disturbance or disobedience; riot; sabotage; terrorism, threats of sabotage or terrorism; or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence. As to Landlord, actions of the City or any Landlord Affiliate shall not be considered actions of a Governmental Authority for purposes of Force Majeure. Notwithstanding the foregoing, "Force Majeure" shall not include economic hardship or inability to pay debts or other monetary obligations in a timely manner.

"**Foreclosure**" means any transfer of title to an estate by way of (a) a sale pursuant to a judgment of foreclosure of, or a power of sale contained in, a Mortgage, including a trustee's sale under a deed of trust; (b) a deed, assignment, conveyance or other transfer in lieu of foreclosure; (c) a sale or other transfer occurring in any Bankruptcy Proceeding affecting the owner of such estate (including an auction or a plan of reorganization in any Bankruptcy Proceeding, or a transfer of Tenant's Leasehold Estate or Landlord's Estate deemed to occur hereunder by virtue of the rejection of this Lease by Tenant or the Ground Lease by Landlord in a Bankruptcy Proceeding), or (d) any exercise by a Mortgagee of any other right or remedy under a Mortgage (or Applicable Law) that divests the owner of an interest in property of its estate, in each instance (clauses (a) through (d)) whether the transferee is a Mortgagee, a party claiming through a Mortgagee, or a third party. For a Mezzanine Lender, a "Foreclosure" means any exercise of rights and remedies upon an event of default under such Mezzanine Lender's documents, including any such exercise that effectuates a change in the identity of the Persons in Control of Tenant.

"**Franchise**" means the franchise for the Team and, if applicable, a Second Team issued by the NFL.

"**GA Implementation Agreements**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**GA Lease**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**GA Parking Agreement**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**GAAP**" shall mean generally accepted accounting principles, applied on a consistent basis, as set forth in Opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants or in statements of the Financial Accounting Standards Board or their

respective successors and which are applicable in the circumstances as of the date in question. Accounting principles are applied on a "consistent basis" when the accounting principles observed in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

"Game Day" means any day on which an NFL Home Game is Scheduled.

"Governmental Authority" means any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Applicable Laws or by agreement of the Parties with an interest in such dispute.

"Ground Lease" means the ground lease entered into concurrently with this Lease by the Stadium Authority and the City, pursuant to which the Stadium Authority shall lease the Stadium Site from the City. In no event shall the Ground Lease be amended or otherwise modified without Tenant's prior written approval.

"Groundskeeping Services" means all services necessary to maintain the Playing Field in the condition required for the playing of NFL Games, including (a) readying the Playing Field each year for the upcoming NFL Season and regular maintenance of the Playing Field during the NFL Season, including watering, mowing, seeding, fertilizing and resodding; (b) preparing the surface of and marking lines on the Playing Field (including side lines and end zone markings and mid-field and end zone decorations) and installing in proper position and removing field equipment and the like for each NFL Game; (c) leasing or otherwise obtaining special equipment and supplies including field covers, including a removable tarpaulin with related equipment and systems, for use in connection with preparing or maintaining the surface of the Playing Field; (d) preparation, conversion or restoration of the surface of the Playing Field for an NFL Game following any Stadium Event; (e) repairing any damage to or destruction of the surface of the Playing Field; and (f) providing, repairing, maintaining and replacing all lawnmowing equipment, material handling equipment and other similar equipment necessary or advisable for the proper operation or maintenance of the Playing Field.

"Hazardous Materials" means (a) any substance, emission or material now or hereafter defined as, listed as or specified in, any Environmental Law as a "regulated substance," "hazardous substance," "toxic substance," "pesticide," "hazardous waste," "hazardous material" or any similar or like classification or categorization under any Environmental Law, including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (b) any products or substances containing petroleum, asbestos, polychlorinated biphenyls or (c) any substance, emission or material determined to be hazardous or harmful.

"Hetch Hetchy Right of Way" has the meaning set forth in Paragraph 1.3.1(a)(vi) of this Lease.

"Holding Over" means the holding over or possession by Tenant of the Premises after the Lease Expiration Date without the consent of Landlord.

"Holdover Payments" means the Rent payable by Tenant during the period of any Holding Over.

"**Hotel CFD**" means that certain City of Santa Clara Community Facilities District No. 2010-1 that was created by the City pursuant to the Mello Roos Community Facilities Act of 1982.

"**Hotel CFD Advance**" means the Authority Note as defined in the Hotel CFD Reimbursement Agreement.

"**Hotel CFD Reimbursement Agreement**" means that agreement entered into by and between the Hotel CFD, the Stadium Authority and Tenant, pursuant to which, among other things, the Hotel CFD shall pay or reimburse the costs of certain public facilities to be constructed by the Stadium Authority, other Eligible CFD Expenditures, or, as provided in Paragraph 12.5 of this Lease, Public Safety Costs, as such agreement may be amended, restated, supplemented or otherwise modified from time to time.

"**Hotel CFD Tax**" means an annual special tax on each hotel property within the Hotel CFD, as more specifically set forth in the Resolution No. 10-7727 creating the Hotel CFD.

"**Implementation Agreement(s)**" has the meaning set forth in Paragraph 33.25 of this Lease.

"**Impositions**" means all real estate Taxes, all personal property Taxes and all possessory interest Taxes, all use and occupancy Taxes, all excises, assessments, and levies, general and special, ordinary and extraordinary, foreseen and unforeseen (including assessments for public improvements and betterment, and any mass transit, park, child care and art contributions, assessments or fees), that are, with respect to this Lease, the Premises or any portion thereof, assessed, levied, charged, confirmed or imposed upon or with respect to or becoming payable out of or becoming a Lien on the Leasehold Estate or the Premises, or the appurtenances thereto, or for any use or occupation of the Premises, or such franchises, licenses and permits as may be appurtenant or related to the use of the Premises, this transaction or any documents to which Landlord is a party.

"**Increased Expense Proposal**" has the meaning set forth in Paragraph 8.5.2 of this Lease.

"**Indemnified Party**" has the meaning set forth in Paragraph 23.8 of this Lease.

"**Indemnifying Party**" has the meaning set forth in Paragraph 23.8 of this Lease.

"**Initial Lease Term**" or "**Initial Term**" has the meaning set forth in Paragraph 2.1 of this Lease.

"**Initial Stadium Management Agreement**" means the Stadium Management Agreement entered into by and between the Stadium Authority and 49ers Management Company dated March 28, 2012, as amended by that certain First Amendment to Stadium Management Agreement dated as of November 13, 2012, and by that certain Second Amendment to Stadium Management Agreement dated as of May 9, 2013, as it may subsequently be amended, restated, supplemented or otherwise modified from time to time.

"**Initial Stadium Naming Rights Agreement**" means the Stadium Naming Rights Agreement entered into by and between the Stadium Authority and Levi Strauss & Co. dated May 9, 2013, with respect to the sale of the Stadium Naming Rights, as it may be amended, restated, supplemented or otherwise modified from time to time.

"**Initial Term Expiration Date**" has the meaning set forth in Paragraph 2.1 of this Lease.

"**Institutional Lender**" means a commercial bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust or other similar financial institution that ordinarily engages in the business of making or holding loans secured by collateral similar to the Stadium Site, or any affiliate of, trust serving as a lending conduit on behalf of, or collateral agent serving on behalf of, any of the foregoing.

"**Insurance Account**" means a separate depository account maintained at an Acceptable Bank under the terms of Paragraph 23.7 for the purpose of holding, applying, investing and transferring the Insurance Fund.

"**Insurance Fund**" means the segregated fund established for the Insurance Proceeds and held in the Insurance Account.

"**Insurance Proceeds**" has the meaning set forth in Paragraph 24.2.1 of this Lease.

"**Insured Casualty Risks**" means physical loss or damage from fire, acts of God, lightning, windstorm, hail, flooding, earth movement (including, but not limited to, earthquake, landslide, subsidence and volcanic eruption), collapse, water damage, leakage from fire protection equipment or sprinkler systems, explosion (except steam boiler explosion), smoke, aircraft (including objects falling therefrom), motor vehicles, riot, riot attending a strike, civil commotion, sabotage, terrorism, vandalism, malicious mischief, theft, civil or military authority and all other perils (including resultant loss or damage arising from faulty materials, workmanship or design).

"**Intangible Property License Agreement**" means the Intangible Property License Agreement attached as Exhibit G to this Lease, as the same may thereafter be amended by the mutual approval of Landlord and Tenant.

"**Intellectual Property**" has the meaning set forth in the Intangible Property License Agreement.

"**Intellectual Property Rights**" has the meaning set forth in Paragraph 1.3.9 of this Lease.

"**Interim Extension Term**" has the meaning set forth in Paragraph 2.2 of this Lease.

"**Landlord**" has the meaning set forth in the introductory paragraph of this Lease.

"**Landlord Affiliate**" means the City and any entity created by the City or Landlord in which the City or Landlord has the power to appoint the board of directors or the legal authority to control the actions of such entity.

"**Landlord Alterations**" has the meaning set forth in Paragraph 11.2 of this Lease.

"**Landlord Default**" has the meaning set forth in Paragraph 26.3 of this Lease.

"**Landlord Failure**" has the meaning set forth in Paragraph 26.4 of this Lease.

"**Landlord Mortgage**" means a Mortgage that encumbers the Landlord's Estate, including the Mortgage that secures Landlord's obligations under the Subordinated Loan.

"**Landlord Mortgagee**" means the holder of a Landlord Mortgage, and its successors and assigns, including Tenant as the holder of a Landlord Mortgage in connection with the Subordinated Loan, provided that, except with respect to the Subordinated Loan, Tenant has received Notice of its name and address and a copy of its Landlord Mortgage.

"**Landlord Representative**" has the meaning set forth in Paragraph 33.26 of this Lease.

"**Landlord Transfer**" has the meaning set forth in Paragraph 16.5 of this Lease.

"**Landlord Transferee**" has the meaning set forth in Paragraph 16.5 of this Lease.

"**Landlord Work**" has the meaning set forth in Paragraph 11.2 of this Lease.

"**Landlord's Auto Policy**" has the meaning set forth in Paragraph 23.2.6 of this Lease.

"**Landlord's Builder's All Risk Policies**" has the meaning set forth in Paragraph 23.2.5 of this Lease.

"**Landlord's CGL Policy**" has the meaning set forth in Paragraph 23.2.2 of this Lease.

"**Landlord's Estate**" means the leasehold interest of Landlord under the Ground Lease, together with Landlord's interest in this Lease, or any renewal, replacement, or other lease of the Premises.

"**Landlord's Excess/Umbrella Policy**" has the meaning set forth in Paragraph 23.2.4 of this Lease.

"**Landlord's Workers' Compensation Policy**" has the meaning set forth in Paragraph 23.2.3 of this Lease.

"**League Event Agreement**" has the meaning set forth in Article 21 of this Lease.

"**League Events**" means the Super Bowl, the Pro Bowl Game and any other similar football exhibitions or events sponsored by the NFL that are typically conducted at different stadiums from year to year. Except to the extent expressly provided to the contrary, League Events shall constitute NFL Games for purposes of this Lease.

"**Lease Expiration Date**" shall mean the Initial Lease Expiration Date; provided, however, that if Tenant exercises one or more Extension Options, the "Lease Expiration Date" shall mean, on any relevant date, the last day of the final Option Term to have been exercised on or prior to such date.

"**Lease Impairment**" means any of the following, whether occurring pursuant to a provision of this Lease, or resulting from a future agreement between Landlord and Tenant, or resulting from the unilateral action of either:

(a) any amendment, modification, restatement, cancellation, termination, acceptance of termination, surrender, acceptance of surrender, abandonment or rejection of this Lease, in whole or in part;

(b) subordination of this Lease to any Fee Mortgage, Landlord Mortgage or other Encumbrance on the Fee Estate or Landlord's Estate;

(c) the execution or modification by City or Landlord of any Encumbrance affecting the Fee Estate or Landlord's Estate, as applicable, that has or purports to have priority over this Lease and the Leasehold Estate;

(d) any Demolition of the Stadium Complex (except in connection with Casualty Repair Work or Condemnation Repair Work);

(e) Any Bankruptcy Sale of the Fee Estate or Landlord's Estate;

(f) the delivery of any notice that impairs or may impair, or purports to limit the exercise of, any Tenant Mortgagee's rights and remedies under its Tenant Mortgage or this Lease;

(g) Tenant's exercise of any right to treat this Lease as terminated under 11 U.S.C. §365(h).

"Lease" has the meaning set forth in the introductory paragraph of this Lease.

"Lease Term" has the meaning set forth in Paragraph 2.2 of this Lease.

"Lease Year" means each consecutive twelve (12)-month period during the Lease Term beginning on April 1 of each calendar year and ending on the next following March 31; provided, however, that, (a) if the Commencement Date occurs after April 1 of any calendar year, then the first (1st) Lease Year of the Initial Term shall begin on the Commencement Date and end on the next following March 31, (b) if the Commencement Date occurs on a date preceding April 1 of any calendar year, then the first (1st) Lease Year of the Initial Term shall begin on the Commencement Date and end on March 31 of the next succeeding calendar year, and (c) the fortieth (40th) Lease Year shall in all events begin on April 1 immediately following the thirty-ninth (39th) Lease Year and end on the day immediately preceding the fortieth (40th) anniversary of the Commencement Date. If this Lease terminates prior to the Lease Expiration Date for any reason, then the final Lease Year shall end on any such earlier termination of this Lease.

"Leasehold Estate" means the leasehold estate in the Premises and all improvements and fixtures owned by Landlord, if any, granted to Tenant under this Lease and all other rights, title and interest granted to Tenant under this Lease.

"Legal Holiday" means any day, other than a Saturday or Sunday, on which the City's administrative offices are closed for business.

"Lien" means, with respect to any property, any mortgage, lien, pledge, charge or security interest, and with respect to the Premises and the Stadium, the term Lien shall also include any

liens for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, or repairman lien or other similar liens, including, but not limited to Mechanic's Liens.

"**Loss**" means a Casualty or a Condemnation Action affecting the Premises.

"**Loss Proceeds**" means Insurance Proceeds and Condemnation Awards paid or payable in connection with a Loss.

"**Main Lot**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**Main Lot Parking Agreement**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**Main Lot Parking Charge**" has the meaning set forth in Paragraph 4.7.1(c) of this Lease.

"**Main Lot Stadium Improvements**" means the security stations, gates, fences or similar barriers, and any other permanent improvements installed or constructed by the Stadium Authority or Tenant pursuant to the Main Lot Parking Easement Agreement, GA Parking Agreement or the related GA Implementation Agreements, for purposes ancillary to the operation of the Stadium.

"**Maintain**" and "**Maintenance**" means all work (including all labor, supplies, materials and equipment) which is of a routine, regular, and predictable nature and reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment, furnishings, and improvements that form any part of the Premises (including, but not limited to, machinery, pipes, plumbing, wiring, gas and electric fittings, elevators, escalators, showers, toilets and restroom facilities, first aid facilities, spectator and other seating, access to the Stadium or any other component of the Premises) in order to preserve such items in the Required Condition. Maintenance shall include, but not be limited to, the following: (a) preventative or routine maintenance that is stipulated in the operating manuals for the components as regular, periodic maintenance procedures; (b) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems, including field equipment; (c) ongoing trash removal; (d) regular maintenance procedures for heating, ventilating and air-conditioning, plumbing, electrical and structural systems and vertical lift systems (e.g., escalators and elevators), such as periodic cleaning of the Premises, lubrication, and changing air filters and lights; (e) painting of a routine, regular and predictable nature; (f) cleaning, including restocking of hand soap, hand towels and toilet paper, prior to, during and following, and necessary as a direct result of, all Stadium Events; (g) changing of light bulbs, ballasts, fuses and circuit breakers, as they burn out; (h) replacement of all Playing Field light bulbs as may be or become necessary for proper lighting of the Playing Field and the seating area around the Playing Field, both for day games and night games; (i) all renewals and replacements of equipment parts and components, that are not Capital Repairs, as may be necessary to maintain the Stadium and the Stadium Ancillary Property in the Required Condition; and (j) any other work of a routine, regular and generally predictable nature that is necessary to keep the Premises and the Appurtenant Improvements in the Required Condition. Maintenance shall also include any work reasonably necessary to repair, restore, refurbish or replace any equipment, facility, structure or other component of the Premises that has become

dysfunctional as a result of a Party's failure to perform its maintenance obligations under this Lease or a Party's negligence or other breach of its obligations under this Lease. Maintenance shall exclude Groundskeeping Services.

"Management Company Revolving Loan" means the "Loan" to be provided by the Stadium Manager to the Stadium Authority pursuant to the Revolving Credit Agreement.

"Market Rent" has the meaning set forth in Paragraph 6.2.1 of this Lease.

"Market Rent Deadline" has the meaning set forth in Paragraph 6.2.1 of this Lease.

"Market Rent Election" has the meaning set forth in Paragraph 6.2.1 of this Lease.

"Market Reset Termination Date" has the meaning set forth in Paragraph 6.2.2 of this Lease.

"Market Reset Termination Notice" has the meaning set forth in Paragraph 6.2.2 of this Lease.

"Market Value" of an Estate means, as of any valuation date, the present fair market value of such Estate (including the fair market value of the rights of the holder of such Estate in and to any improvements) as of such date, considered: (a) as if no Loss had occurred; (b) without adjusting for any expectation of any Loss; (c) as if the Leasehold Estate had not been terminated; (d) taking into account the benefits and burdens of this Lease, the remaining Term, all Permitted Encumbrances, and all other matters affecting such estate and its valuation; and (e) discounting to present value all the obligations and benefits associated with such estate (including, in the case of the Fee Estate and Landlord's Estate, the rent receivable by City and Landlord respectively, and the value of the reversionary interest of each). Market Value shall be determined as if the Term: (i) were to continue until the Expiration Date and (ii) included, prospectively, all Extension Terms except any Extension Term for which Tenant (with Tenant Mortgagee's Consent) Notifies Landlord that Tenant would not have exercised such Extension Option in due course. Market Value shall be determined independently of, and without regard to, any valuation established in a Condemnation Action unless Tenant Notifies Landlord otherwise. No such Notice shall be effective without Tenant Mortgagee's Consent.

"Marks" has the meaning set forth in the Intangible Property License Agreement.

"Material Landlord Work" means Landlord Work that (a) does not substantially conform in any material respect to the Design Development Documents (as that term is defined in the Design-Build Agreement) or (b) materially alters the nature or character of the Premises or any material portion of the Premises.

"Material Tenant Alterations" means Tenant Alterations that (a) materially alter the nature or character of the Premises or any material portion of the Premises, or (b) when complete, will increase, in any material respect, Landlord's Maintenance or Capital Repair obligations under this Lease.

"Mechanic's Lien" has the meaning set forth in Paragraph 11.5.1 of this Lease.

"**Mezzanine Lender**" means a lender or preferred equity investor that provides bona fide financing, or a bona fide preferred equity investment, to Tenant or Tenant's principals or constituent entity(ies), and receives: (a) a pledge of equity or other ownership interests of Tenant; or (b) a preferred equity or other ownership interest in Tenant. The successors and assigns of any such Person shall also be a "Mezzanine Lender."

"**Mitigation Measures and Conditions of Approval**" means those mitigation measures and conditions of approval relating to the Stadium as described in the attached **Exhibit F**.

"**Monetary Default**" means any failure by Tenant to pay, when and as this Lease requires, any Rent, including Additional Rent, whether to Landlord or to a third party, subject in all applicable cases to Tenant's right to contest the validity, calculation or amount thereof. Notwithstanding the foregoing, however, if a bona fide dispute exists between Landlord and Tenant regarding the amount, calculation, or validity of any Rent, then Tenant's failure to pay such Rent shall not constitute a Monetary Default, provided that Tenant has deposited the disputed amount with a Tenant Mortgagee that is an Acceptable Bank.

"**Mortgage**" means any mortgage, deed of trust, security deed, contract for deed, deed to secure debt, or other voluntary real property (including leasehold) security instrument(s) or agreement(s) intended to grant a Lien or otherwise encumber or create an interest in real property as security for any obligation, as the same may be increased, decreased, amended, modified, renewed, extended, restated, assigned (wholly or partially), collaterally assigned, or supplemented from time to time, unless and until paid, satisfied, and discharged of record. A participation interest in a Mortgage (or partial assignment of the secured loan) does not itself constitute a Mortgage. The term "Mortgage" includes Fee Mortgages, Landlord Mortgages and Tenant Mortgages.

"**Mortgagee**" means the holder of a Mortgage. If interests in a Mortgage are held concurrently by more than one person, they shall appoint one of their number as their representative for purposes of servicing and administering such Mortgage on their collective behalf, and give notice to City, Landlord and Tenant listing the names and interests of all persons holding interests in such Mortgage, together with the name and address for notices of their designated representative, who shall be deemed the agent for all holders of such Mortgage and the Mortgagee of such Mortgage for purposes of this Lease.

"**Mortgagee Protections**" means, with respect to any Fee Mortgagee, Landlord Mortgagee or Tenant Mortgagee, all of the rights, protections, and privileges afforded such Mortgagee hereunder, including: (a) rights to receive Notices or cure defaults; (b) in the case of a Tenant Mortgagee, the right to give or withhold such Tenant Mortgagee's Consent, where required hereby; (c) in the case of a Tenant Mortgagee, the right to a New Lease on the terms specified herein; and (d) all other rights, remedies, protections, privileges, and powers of such Mortgagee and any Person claiming through or under such Mortgagee, including, in the case of a Tenant Mortgagee, a New Tenant or any Post-Foreclosure Tenant.

"**Net Awards and Payments**" has the meaning set forth in Paragraph 25.5.1 of this Lease.

"Net Hotel CFD Revenue" means, for each Lease Year, the Reimbursement Payments (as defined in the Hotel CFD Reimbursement Agreement) received in such Lease Year pursuant to the Hotel CFD Reimbursement Agreement, minus any debt service for that year on the Hotel CFD Advance.

"Net Income from Non-NFL Events" means, for each Lease Year, the Non-NFL Event Revenue for such Lease Year, minus the Non-NFL Event Expenses for such Lease Year.

"Net Revenues" shall mean the gross revenues from the sale of the particular item, less deductions for the following, but only to the extent directly related to the sale of the particular item: (a) reasonable operating expenses, (b) reasonable costs and expenses incurred in connection with marketing and selling the particular item, including commissions, (c) in the case of the sales of SBLs, the cost of any benefits granted to the holders of SBLs, such as complimentary food and beverage, (d) in the case of Non-NFL Event Revenue, the Main Lot Parking Charge; and (e) applicable Taxes.

"New Lease" means a new lease of the Premises, including such related documents (such as a memorandum of such new lease) as a New Tenant may reasonably request. Any New Lease shall: (a) commence immediately (or retroactively, as the case may be) following the date this Lease terminates; (b) continue for the entire remaining Term of this Lease (taking into account any renewal options that may have already been exercised), as if no termination had occurred; (c) have the same terms, including all rights, privileges and Tenant Options granted Tenant under this Lease, except for Excluded Obligations, and (d) have the same Mortgagee Protections as are contained in this Lease for the benefit of the New Tenant's Tenant Mortgagee.

"New Lease Delivery Date" means the date when Landlord and New Tenant enter into and deliver a New Lease.

"New Lease Option Period" means, if this Lease terminates for any reason (except by expiration of the Term, or following a Casualty pursuant to ARTICLE 24; or as the result of a Condemnation Action affecting the entire Leasehold Estate or Substantially All of the Improvements (or if the foregoing are conveyed in lieu of any such Condemnation Action)), a period that begins on the date of such termination and ends ninety (90) days after Landlord has given Notice to all Tenant Mortgagee(s) of such termination. The New Lease Option Period shall be tolled and extended: (a) during the pendency of any Bankruptcy Proceeding affecting Landlord, and for thirty (30) days thereafter; (b) whenever a Tenant Mortgagee's right to require Landlord to enter into a New Lease is otherwise materially restricted or impaired, other than because of the Tenant Mortgagee's acts or omissions (and for a period of thirty (30) days thereafter), and (c) during any NFL Standstill Period (and for a period of thirty (30) days thereafter) (provided that, for purposes of clause (c), the extension of the New Lease Option Period shall not exceed thirty (30) days following the Outside Lender Cure Extension Date). All Tenant Mortgagees, considered as a group, shall have only a single New Lease Option Period.

"New Tax" means any Imposition levied, assessed or otherwise charged by the City or any Landlord Affiliate that is not in effect on the Effective Date, other than a Tax imposed statewide or over an area consisting of one or more entire counties, including Santa Clara County.

"**New Tenant**" means a Person designated by a Tenant Mortgagee to be the Tenant under a New Lease.

"**NFL**" means the National Football League, a not-for-profit association having its chief executive office currently located at 280 Park Avenue, New York, New York 10017 and any successor thereto.

"**NFL Broadcast Rights**" means Broadcast Rights relating to NFL Games and other NFL Events and activities related thereto, including Tenant Incidental Uses, training, practices and football exhibitions.

"**NFL Event Expenses**" means the direct costs and expenses of any NFL Event, and all incremental costs and expenses attributable to NFL Events.

"**NFL Events**" has the meaning set forth in Paragraph 4.2.2 of this Lease.

"**NFL Events Revenue**" has the meaning set forth in Paragraph 13.3 of this Lease.

"**NFL Game Private Parking Spaces**" means the Private Parking Facilities to which Tenant has rights from time to time to use for NFL Home Games.

"**NFL Games**" means NFL or other professional football games, as more particularly described in Paragraphs 4.2.1 and 4.5 of this Lease.

"**NFL Home Games**" means NFL Games played in the Stadium in which the Team or any Second Team is the home team.

"**NFL Parking Plan**" has the meaning set forth in Paragraph 7.4.1(a) of this Lease.

"**NFL Rules and Regulations**" means the Constitution and Bylaws of the NFL, the Articles of Association and Bylaws of the NFL Management Council, any amendments to any such document, any interpretations of any such document issued from time to time by the NFL Commissioner, and all other applicable rules, resolutions or policies as the NFL, the NFL Management Council, or the NFL Commissioner may issue from time to time.

"**NFL Season**" means that period of time commencing on the day that the Team (or, if applicable, any Second Team) hosts its first NFL Game in the Stadium in any season scheduled by the NFL, and ending on the day of the Team's (or, if applicable, any Second Team's) last NFL Game in the Stadium (including post-season play, if any) in such season.

"**NFL Standstill Period**" means that period provided for in any consent agreement between the NFL and a Tenant Mortgagee ("**NFL Consent**"), during which such Tenant Mortgagee is precluded from exercising any rights to effect a Foreclosure or is otherwise materially limited in the exercise of its rights or remedies under a Tenant Mortgage or other financing documents to which Tenant and the Tenant Mortgagee are parties ("**Financing Documents**"). The NFL Standstill Period shall, unless a longer period is adopted by the NFL with the consent of the Stadium Authority, which shall not be unreasonably withheld, expire upon the later to occur of the following:

(a) the date that is three hundred sixty-five (365) days after a Tenant Mortgagee gives notice to the NFL, as required by the NFL Consent, of its decision to effect a Foreclosure or otherwise exercise its rights or remedies under any of the Financing Documents; or

(b) in the event Tenant or any other Person contests, in an appropriate proceeding, the right of a Tenant Mortgagee to commence a Foreclosure or otherwise exercise its rights or remedies under any of the Financing Documents, or the right of the NFL to exercise any rights set forth in the NFL Consent, the date that is three hundred sixty-five (365) days following the date that such Tenant Mortgagee gives notice to the NFL of the entry of a final, non-appealable determination in such proceeding.

"NFL Ticket Revenue" has the meaning set forth in Paragraph 13.3.1 of this Lease.

"Non-Consumable Concessions" means the sale in or from the Stadium Complex, of souvenirs, apparel and merchandise (including, without limitation, NFL novelties and licensed items) and other non-edible items, goods, services, equipment and wares.

"Non-Disturbance Agreement" means a recognition, non-disturbance and attornment agreement, providing generally that in the event of any termination of this Lease, Landlord will not terminate or otherwise disturb the rights of the Approved Subtenant under their respective Approved Sublease, provided no default has occurred and is then continuing under such Approved Sublease (beyond the term of any cure period provided in the Approved Sublease), but will instead honor such Approved Sublease as if such agreement had been entered into directly between Landlord and such Approved Subtenant, or on such other terms as necessary in Tenant's or any Tenant Mortgagee's reasonable judgment to reflect the parties and the nature and circumstances of the Estates that such Non-Disturbance Agreement affects.

"Non-NFL Event Advertising Revenue" has the meaning set forth in Paragraph 12.9 of this Lease.

"Non-NFL Event Advertising Rights" means transient electronic advertising on the areas of the Stadium scoreboards identified in the Stadium Signage Plan, as the same may be amended by agreement of the Parties from time to time, that is purchased exclusively for and displayed exclusively during Non-NFL Events, as well as promotional events and activities occurring exclusively during Non-NFL Events.

"Non-NFL Event Expenses" means (a) direct costs and expenses incurred in the conduct of Non-NFL Events, including, without limitation, costs of Utilities, security, and public safety, and costs to install and remove temporary facilities, and (b) those direct costs and expenses incurred that exceed the costs and expenses that would have been incurred in operating the Stadium absent the hosting of Non-NFL Events, including, without limitation, (i) expenses incurred in marketing and promoting the Stadium as a venue for actual or potential Non-NFL Events, including reasonable administrative expenses relating thereto, (ii) costs incurred to obtain or provide parking for persons attending Non-NFL Events, including the Main Lot Parking Charge, (c) costs of negotiation, collection and enforcement of contracts relating to actual or potential Non-NFL Events, and (d) costs of Alterations, Capital Repairs and Compliance Work directly attributable to, or required as a result of, Non-NFL Events (amortized, in the case of capital

expenditures, over their respective useful lives). In addition, in connection with the sale of particular items the revenue from which would constitute Non-NFL Event Revenue, such as the sale of Tickets for Non-NFL Events, Non-NFL Event Expenses shall include reasonable costs and expenses incurred in connection with marketing and selling the particular item, including commissions and applicable Taxes, but only to the extent directly related to the sale of the particular item. Non-NFL Event Expenses are intended to include the incremental portion of those costs and expenses that vary with the actual or planned nature or scope of Non-NFL Events and related marketing efforts, but are intended to exclude the fixed portion of such costs and expenses that would be incurred even if the Stadium were not operated for Non-NFL Events. Non-NFL Event Expenses shall exclude (i) any of the foregoing costs or expenses to the extent reimbursed by Insurance Proceeds or recovery from third parties; and (ii) for purposes of calculating Performance-Based Rent under the Ground Lease, costs and expenses incurred in operating the Tasman Drive Garage for Non-NFL Events.

"**Non-NFL Event Revenue**" has the meaning set forth in Paragraph 12.8 of this Lease.

"**Non-NFL Events**" has the meaning set forth in Paragraph 4.7 of this Lease.

"**Non-NFL Event Service Revenue**" has the meaning set forth in Paragraph 13.4.1 of this Lease.

"**Non-NFL Event Telecommunications Revenue**" has the meaning set forth in Paragraph 13.4 of this Lease.

"**Non-NFL Ticket Surcharge**" has the meaning set forth in Paragraph 12.1 of this Lease.

"**Non-Relocation Agreement**" means that certain Non-Relocation Agreement dated as of March 28, 2012, as amended and restated as of even date herewith, by and between the City and the Team, as it may be amended, restated, supplemented or otherwise modified from time to time.

"**Nonmonetary Default**" means any Tenant Default that is not a Monetary Default.

"**Notice**" means any approval, consent, demand, designation, request, election, or other notice that any party gives regarding this Lease, including, but not limited to, one relating to any Default, alleged Default, Event of Default, or termination (or alleged termination) of this Lease, that any party gives regarding this Lease.

"**Off-Site Parking Permit**" has the meaning set forth in Paragraph 7.4.1(b) of this Lease.

"**Official Records**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**Operating Expense Reserve**" means an amount to be retained by the Stadium Authority from Stadium Authority Revenue that shall be used to fund certain Stadium Authority Expenses, as set forth in Paragraph 14.2, which amount shall be held in the Operating Expense Reserve Account.

"**Operating Expense Reserve Account**" means a separate depository account maintained by the Stadium Authority at an Acceptable Bank for the purpose of holding, applying, investing and transferring the Operating Expense Reserve. The Operating Expense Reserve Account shall be separate from, and shall not be a part of, any other fund or account of the Stadium Authority.

"**Option Notice**" has the meaning set forth in Paragraph 2.2 of this Lease.

"**Other Seat Licenses**" has the meaning set forth in Paragraph 4.6.1 of this Lease.

"**Outside Lender Cure Extension Date**" means, with respect to any Tenant Mortgagee whose rights under this Lease are subject to the NFL Standstill Period, the later to occur of (a) the date that is three hundred ninety-five (395) days after the date that the Stadium Authority delivers to the NFL and such Tenant Mortgagee a Notice of a Tenant Default under Paragraph 26.1 of this Lease; or (b) in the event Tenant or any other Person contests, in an appropriate proceeding, the right of the Tenant Mortgagee to commence a Foreclosure or otherwise exercise its rights or remedies under any of the Financing Documents, or the right of the NFL to exercise any rights set forth in the NFL Consent, then the date that is three hundred ninety-five (395) days after the date of the entry of a final, non-appealable determination in such proceeding.

"**Owners' Club**" means the Suites, including the Team Suite, and related Club Facilities depicted on the Stadium Plans, which shall be available for the exclusive use of Tenant, the Team, any Second Team and their respective invitees; provided, however, that Tenant may, at any time and from time to time, with the approval of the Stadium Authority, which approval shall not be unreasonably withheld, conditioned or delayed as provided in ARTICLE 11 of this Lease, relocate, redesign, reconfigure, expand or reduce, or otherwise modify the Owners' Club.

"**Owners' Club Licensees**" means the licensees of the Suites located in the Owners' Club and their invitees.

"**Parking Rights**" means, with respect to a particular Stadium Parking Area: (a) the right to park motor vehicles (of any size, including buses and trucks) and non-motorized vehicles (including bicycles), for a reasonable time before and after Tenant Events or Stadium Authority Events, as the case may be, together with (b) rights of access to, from and between the Stadium Site and such Stadium Parking Area, including the right to install and maintain identifying and wayfinding signage (which may, if permitted under City regulations, include sponsorship attributes) and the right to install security stations, gates, fences or similar barriers in appropriate locations to limit and control public access to the Stadium, (c) the right to operate such Stadium Parking Area for a reasonable time before and after Tenant Events or Stadium Authority Events, as the case may be, including, but not limited to, the right to establish parking rates and collect revenues, (d) the right to promulgate rules and regulations regarding the use of parking, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking, the right to designate certain portions of such Stadium Parking Area as reserved for particular users or groups of users (including the right to establish different parking rates for unreserved and reserved parking), or to forbid parking by particular users or groups of users in specified locations, including the right to designate specific parking spaces for use by vehicles exhibiting handicap parking placards, and including the right (but not an obligation) to tow vehicles (subject to compliance with Applicable Laws) parked without permission in reserved parking areas or otherwise in violation of such rules and regulations, and (e) the right to make ancillary use of such Stadium Parking Area, including the right to sell advertising and use space within such Stadium Parking Areas for promotional displays, and the right to conduct promotional activities and/or marketing events within such Stadium Parking Area, including, on occasion, on days other than those when Stadium Events are scheduled, and including the right to install

temporary improvements, concession stands, kiosks, signage, advertising and other promotional uses.

"Parties" or "Party" has the meaning set forth in the introductory paragraph of this Lease.

"Per Game Factor" has the meaning set forth in Paragraph 7.5.3(b) of this Lease.

"Performance-Based Rent" has the meaning set forth in the Ground Lease.

"Performance-Based Rent Credits" has the meaning set forth in the Ground Lease.

"Permitted Credits Carry-forward" has the meaning set forth in the Ground Lease.

"Permitted Encumbrances" means those Encumbrances set forth on Exhibit P attached hereto. In addition, Permitted Encumbrances includes (i) the Permitted Landlord Financing, and (ii) any utility easements granted to third parties after the Effective Date, in the ordinary course of business, to service the Premises, provided that such easements do not adversely affect the rights of Tenant under this Lease, or the intended use of the Premises. Except as approved by Tenant, Permitted Encumbrances shall not include any renewals, modifications, extensions, amendments or supplements to any of the Encumbrances set forth on Exhibit P attached hereto.

"Permitted Franchise Transfer" has the meaning set forth in Paragraph 16.2.1 of this Lease.

"Permitted Investments" means:

(a) Obligations of, or guaranteed as to interest and principal by, the United States of America or agencies thereof maturing not more than ninety (90) days after such investment;

(b) Open market commercial paper of any corporation incorporated under the laws of the United States of America or any State thereof and not an Affiliate of Tenant, which paper is rated "P-I" or its equivalent by Moody's Investors Service or "A-I" or its equivalent by Standard & Poor's Ratings Group;

(c) Banker's acceptances and certificates of deposit issued by any bank or trust company having capital, surplus and undivided profits of at least Five Hundred Million Dollars (\$500,000,000.00) whose long-term debt is rated "A" or better by Standard & Poor's Ratings Group and A2 or better by Moody's Investors Service and maturing within ninety (90) days after the acquisition thereof;

(d) Money market funds consisting solely (except that no more than 10% thereof may be held in cash) of obligations of the type described in clauses (a) through (c) above and the shares of such money market funds can be converted to cash within ninety (90) days; and

(e) Such other obligations or investments as may be jointly approved in writing by the Parties.

Payments under the instruments described in clauses (a), (b), (c) and (d) above may not be linked to any variable other than the principal amount thereof and the fixed or floating interest rate thereon.

"Permitted Landlord Financing" means, collectively, the Takeout Financing, Management Company Revolving Loan and the Subordinated Loan.

"Permitted Tenant Sublease" shall have the meaning set forth in Paragraph 16.5 of this Lease.

"Permitted Transfer" has the meaning set forth in Paragraph 16.2 of this Lease

"Permitted Uses" has the meaning set forth in Paragraph 4.1 of this Lease.

"Person" means any individual (including an individual acting as a trustee of a trust), partnership, corporation, limited liability company, unincorporated association, joint venture or other entity or association, the United States, any State or political subdivision thereof, any municipal government, or any agency or subdivision of any one or more of the foregoing.

"Physical Obsolescence" and **"Physically Obsolete"** means any equipment, fixture, furnishing, facility, surface, structure or any other component of the Premises that does not comply with Applicable Laws or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of a Party's failure to perform its Maintenance obligations under this Lease or a Party's negligence or other breach of its obligations under this Lease. For purposes of determining Physical Obsolescence or Physically Obsolete, any equipment, fixture, furnishing, facility, surface, structure or any other component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or any other component has deteriorated to a degree that cannot be remedied through Maintenance.

"Playing Field" means the area within the Stadium upon which NFL Games are played, including the area between the end zones, the area within each end zone, and the area lying outside the side lines and end zones, as delineated on Stadium Plans, as same may be removed, replaced or covered for other Stadium Events and meeting the requirements of NFL Rules and Regulations therefor.

"Post-Foreclosure Landlord" means: (a) any purchaser or other transferee of the Landlord's Estate through Foreclosure (including rejection in a Bankruptcy Proceeding), including a Landlord Mortgagee; and (b) the direct and indirect successors and assigns of any such Person.

"Post-Foreclosure Tenant" means: (a) any purchaser or other transferee of the Leasehold Estate through Foreclosure, including a Tenant Mortgagee or a Tenant Mortgagee's Representative; and (b) the direct and indirect successors and assigns of any such Person.

"Post-Rejection Offset Amount" means, after rejection of this Lease in a Bankruptcy Proceeding affecting Landlord, the amount of any offset that Tenant may claim under 11 U.S.C. §365(h)(1)(B) or any similar statute.

"**Pourage Rights**" means the exclusive right in accordance with Applicable Laws to designate on an exclusive or non-exclusive basis the provider of beverage brands to, at or in the area in question.

"**Premises**" has the meaning set forth in Paragraph 1.1 of this Lease.

"**Premises Control**" means, for a Tenant Mortgagee: (a) possession of the Premises by a receiver, trustee, or similar officer appointed in a judicial proceeding commenced by such Tenant Mortgagee; or (b) possession as a mortgagee-in-possession pursuant to an affirmative written election to become a mortgagee-in-possession; or (c) acquisition of the Leasehold Estate by a Post-Foreclosure Tenant through a Foreclosure initiated by such Tenant Mortgagee. For a Fee Mortgagee or Landlord Mortgagee, "Premises Control" shall have the same meaning, but referring to the Fee Estate or Landlord Estate, as applicable. For a Mezzanine Lender, "Premises Control" means such Mezzanine Lender's taking Control of Tenant by exercising rights and remedies after default under such Mezzanine Lender's loan documents.

"**Premium Seating**" means the Suites, Club Seats and any other type of preferred location seating available at the Stadium, including Playing Field passes.

"**Premium Stadium Areas**" means the club and other premium areas of the Stadium depicted on the Stadium Plans, as the same may from time to time be relocated, redesigned, reconfigured, expanded or reduced, or otherwise modified pursuant to this Lease.

"**Private Parking Facilities**" means the private parking lots that contract with Tenant or the Stadium Authority to provide parking for Stadium Events.

"**Procurement Guidelines**" means the guidelines for the Parties' procurement of services relating to the operation and management of the Stadium, as shall be set forth in the Stadium Operations Agreement.

"**Project Debt**" means, collectively, the Takeout Financing and the Subordinated Loan.

"**Property**" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"**Public Parking Facilities**" means the Main Lot and the parking areas and facilities for which the Stadium Authority and Tenant are entitled from time to time to exercise Parking Rights pursuant to the City-Stadium Authority Public Parking Agreement and the City-Tenant Public Parking Agreement, respectively. Without limiting the foregoing, if the City sells or leases for development the Tasman Drive "Surface Lots", as provided in the Stadium Public Parking Agreements, the Public Parking Facilities shall, for purposes of the foregoing, no longer include such Surface Lots.

"**Public Safety Capital Expenditures**" means reasonable capital expenditures required for public safety for operation of the Stadium.

"**Public Safety Costs**" has the meaning set forth in Paragraph 7.5.2 of this Lease.

"Public Safety Costs Threshold" has the meaning set forth in Paragraph 7.5.3(b) of this Lease.

"Public Safety Plan" means the public safety plan to be adopted by the City and the Stadium Authority from time to time, in consultation with the City's Chief of Police and Tenant, describing procedures for traffic management, security and public safety during and for a reasonable period before and after NFL Games and other large events at the Stadium, and including provisions for determining staffing levels for police and fire personnel stationed in and around the Stadium, as well as private security, and provisions for the closure of Tasman Drive to non-emergency vehicles during NFL Games and other large events.

"Redevelopment Agency" means the Redevelopment Agency of the City of Santa Clara, a public body corporate and politic, which was dissolved pursuant to the provisions of Health and Safety Code Section 34172 prior to the Effective Date.

"Remedial Plan" has the meaning set forth in Paragraph 26.4.2 of this Lease.

"Remediation Costs" has the meaning set forth in Paragraph 31.1 of this Lease.

"Renovation/Demolition Reserve" means an amount retained by the Stadium Authority from Stadium Authority Revenue that shall be used to fund the Demolition Work and, if there shall be a Demolition Reserve Excess, certain Capital Expenditures, as set forth in Paragraph 14.7, which amount shall be held in the Renovation/Demolition Reserve Account.

"Renovation/Demolition Reserve Account" means a separate depository account maintained by the Stadium Authority at an Acceptable Bank for the purpose of holding, applying, investing and transferring the Renovation/Demolition Reserve. The Renovation/Demolition Reserve Account shall be separate from, and shall not be a part of, any other fund or account of the Stadium Authority.

"Rent" means the Facility Rent and Tenant's Proportionate Share of the Shared Stadium Expenses.

"Required Condition" has the meaning set forth in Paragraph 7.1.1 of this Lease.

"Required Demolition Fund" has the meaning set forth in Paragraph 20.4.2 of this Lease.

"Required Management Standards" shall mean and refer to the satisfaction of all of the following requirements with respect to any Person: (a) that such Person shall have nationally-recognized expertise in the management and operation of Comparable Facilities operated for Comparable Users; (b) that such Person shall have sufficient experienced on-site personnel necessary to manage and operate the Stadium and, if applicable, the Stadium Parking Areas, in the Required Condition consistent with other Comparable Facilities operated for Comparable Users; and (c) that such Person has the financial ability to meet its obligations.

"Required NFL Security Area and Facilities" means the areas, as initially generally shown on the Site Plan, outside of the Premises that shall be secured during the Exclusive Game Day Period and during such other periods as Landlord and Tenant may determine in accordance with the Stadium Operations Agreement, as Tenant deems reasonably necessary for the exhibition and

hosting of Tenant Events in the Stadium. The Required NFL Security Area and Facilities shall include security stations, gates, fences or similar barriers in appropriate locations, to limit and control public access to the Stadium. The Required NFL Security Area shall be subject to modification from time to time based on NFL Rules and Regulations and the Stadium Operations Agreement.

"**Required Utilities**" has the meaning set forth in Paragraph 7.7.1 of this Lease.

"**Restoring Party**" has the meaning set forth in Paragraph 24.1 of this Lease.

"**Review and Approval or Consent Rights**" has the meaning set forth in Paragraph 32.3.1 of this Lease.

"**Reviewing Party**" has the meaning set forth in Paragraph 32.3.1 of this Lease.

"**Revolving Credit Agreement**" means that certain Revolving Credit Agreement, dated as of March 28, 2012, as amended and restated as of even date herewith, between the Stadium Authority and Forty Niners Stadium Management Company LLC, a Delaware limited liability company, as it may be amended, restated, supplemented or otherwise modified from time to time.

"**SBL Agreement**" means the agreement pursuant to which a Person is entitled to a Stadium Builder's License in the form attached hereto as Exhibit Q, subject to changes as may be approved by Tenant in Tenant's sole and absolute discretion.

"**SBL Holders**" has the meaning set forth in Paragraph 4.6.1 of this Lease.

"**SBLs**" and "**Stadium Builders Licenses**" means the licenses issued to Persons pursuant to the SBL Agreement for the right to purchase season tickets for NFL Games in the Stadium in which the Team is the home team, and a preferential right to purchase Tickets for Non-NFL Events.

"**Scheduled**" and other forms of that term when used in reference to an NFL Game, NFL Event, Tenant Incidental Use, Non-NFL Event or Civic Event refers to the condition when an NFL Game, NFL Event, Tenant Incidental Use, Non-NFL Event or Civic Event has been scheduled with the Stadium Manager on a particular date at the Premises in accordance with the applicable terms of the Stadium Lease Documents.

"**Second Audit**" has the meaning set forth in Paragraph 8.4.2 of this Lease.

"**Second NFL Team Conditions**" has the meaning set forth in Paragraph 17.3 of this Lease.

"**Second Team**" has the meaning set forth in Paragraph 16.2.3(b) of this Lease.

"**Second Team Capital Reserve Deposit**" means, for the first Lease Year in which a Second Team plays and hosts NFL Games in the Stadium as the home team, other than in connection with any Temporary Second Team Occupancy, the sum of One Million Dollars (\$1,000,000.00). For the second and each succeeding Lease Year in which a Second Team plays and hosts NFL

Games in the Stadium as the home team, the Second Team Capital Reserve Deposit shall increase by three percent (3%).

"**Second Team Seat Licenses**" has the meaning set forth in Paragraph 17.3 of this Lease.

"**Second Team Sublease**" has the meaning set forth in Paragraph 16.2.3(b) of this Lease.

"**Second Team Temporary Occupancy Period**" has the meaning set forth in Paragraph 17.2 of this Lease.

"**Senior**," when referring to multiple Mortgage(s), means the Mortgage that is most senior in lien priority of the Mortgages encumbering a given estate (e.g., the Fee Estate, Landlord's Estate or the Leasehold Estate). Where "Senior" is used as a comparative term with respect to a specified Mortgage, such term refers to any Mortgage encumbering the same Estate that is senior in lien priority to such specified Mortgage. Priority of liens shall be determined under Paragraph 29.8.4 of this Lease entitled "Priorities of Multiple Mortgagees." If only one Mortgage encumbers a particular estate, then it shall be deemed the "Senior" Mortgage encumbering such estate.

"**Service Rights**" means the exclusive right to designate service rights to be provided on an exclusive or non-exclusive basis to, at or in the area in question.

"**Shared Stadium Expenses**" has the meaning set forth in Paragraph 8.1 of this Lease.

"**Signage**" shall mean all signage and any and all other media (whether now existing or developed in the future) used for Advertising and Sponsorships, including Stadium Components Sponsorship Rights, Stadium Naming Rights, or for other marketing purposes in or on the Stadium Complex or Appurtenant Areas, including any signage or other media located in or on the Stadium, the scoreboards, the video boards (including "JumboTron"-type screens), advertising signs, banners or displays, time clocks, message boards, billboards, public address announcements, and any other media (whether now existing or developed in the future) located in, on or upon the Stadium Complex or Appurtenant Areas through which a Person holding rights pursuant to an agreement with another advertises or markets or may advertise or market any products, services, events or any other items.

"**Site Plan**" has the meaning set forth in Paragraph 1.3.1 of this Lease.

"**Soccer Park Parcel**" has the meaning set forth in Paragraph 1.3.4 of this Lease.

"**South Lot**" has the meaning set forth in Paragraph 1.3.3 of this Lease.

"**Special Events Unit**" has the meaning set forth in Paragraph 7.5.5(a) of this Lease.

"**StadCo Obligations Agreement**" means that certain StadCo Obligations Agreement dated as of March 28, 2012, as amended and restated as of even date herewith, by and between the Stadium Authority and Tenant, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"**Stadium**" means the approximately 68,500 seat stadium (with the possibility for expansion to approximately 75,000 seats for special events), which is to be constructed by Landlord within the Stadium Site in accordance with the Construction Agency Agreement. Any reference to Stadium shall include any part or portion thereof, unless the context otherwise requires.

"**Stadium Administrative Offices**" has the meaning set forth in Paragraph 4.7.4 of this Lease.

"**Stadium Ancillary Property**" means all of the Adjacent Plaza Areas depicted on the Site Plan, driveways, walkways and other access ways, curbs, fences and other barriers, directional and informational signage, ticket booths, light fixtures and landscaping located on the land leased by the Stadium Authority pursuant to the Ground Lease, including the South Access Road.

"**Stadium Audio/Video Facilities**" means the facilities located in the Stadium for the operation of the Stadium "public address" and other sound systems, and for the operation of, and the production of content for, the scoreboards, "ribbon" boards and other electronic screens and displays in and about the Premises.

"**Stadium Authority**" has the meaning set forth in the introductory paragraph of this Lease.

"**Stadium Authority Advance**" has the meaning set forth in the Cooperation Agreement.

"**Stadium Authority Concession Revenue**" has the meaning set forth in Paragraph 7.3.2 of this Lease.

"**Stadium Authority Construction Sources**" means the sources of funds that the Stadium Authority actually uses to pay Stadium Authority Development Costs, including any amounts payable by Tenant pursuant to Paragraph 6.6 or Paragraph 6.7 of this Lease.

"**Stadium Authority Development Costs**" means the "Development Costs", as defined in the DDA.

"**Stadium Authority Discretionary Expenses**" means the costs and expenses incurred by the Stadium Authority that are not either approved by Tenant as part of the Annual Shared Stadium Expense Budget or the Capital Expenditure Plan or approved (for purposes of availability of the Management Company Revolving Loan) by the Stadium Manager in the Revolving Credit Agreement (or, in either case, resolved by dispute resolution as provided in this Lease and Revolving Credit Agreement), which costs and expenses must be paid for by the Stadium Authority Discretionary Fund or another funding source reasonably approved by the Stadium Manager, or must not be incurred.

"**Stadium Authority Discretionary Fund**" means the separate account, under the management and control of the Stadium Authority, which may be used by the Stadium Authority to pay Stadium Authority Discretionary Expenses.

"**Stadium Authority Event Expenses**" means all Non-NFL Event Expenses and the following, which shall constitute "**Civic Event Expenses**" for purposes of this Lease: (a) direct costs and expenses incurred in the conduct of Civic Events, including, without limitation, costs of Utilities, security, and public safety, and costs to install and remove temporary facilities, and (b) those direct

costs and expenses incurred that exceed the costs and expenses that would have been incurred in operating the Stadium absent the hosting of NFL Events and Non-NFL Events; (c) costs of negotiation, collection and enforcement of contracts relating to actual or potential Civic Events, and (d) costs of Alterations, Capital Repairs and Compliance Work directly attributable to, or required as a result of, Civic Events. Stadium Authority Event Expenses are intended to include the incremental portion of those costs and expenses that vary with the actual or planned nature or scope of Stadium Authority Events and related marketing efforts, but are intended to exclude the fixed portion of such costs and expenses that would be incurred even if the Stadium were not operated for Stadium Authority Events. Stadium Authority Event Expenses shall exclude any of the foregoing costs or expenses to the extent reimbursed by Insurance Proceeds or recovery from third parties. If the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1 of this Lease, then, effective from and after the Tenant Season Expansion Date, and continuing through the remainder of the Lease Term (including any Extension Terms), Stadium Authority Event Expenses shall mean only Civic Event Expenses.

"Stadium Authority Events" means, collectively, Non-NFL Events and Civic Events; provided, however, that if the Stadium Authority exercises the Stadium Authority Put Right as provided in Paragraph 5.1 of this Lease, then, effective as of the Tenant Season Expansion Date, Stadium Authority Events shall mean only Civic Events.

"Stadium Authority Exclusive Facilities" means the Stadium Administrative Offices and other areas shown on the Stadium Plans, as the same may be modified by mutual agreement of the Parties.

"Stadium Authority Expenses" means, for each Lease Year, the sum of (a) the rent paid to the City during such Lease Year under the Ground Lease; (b) all costs and expenses paid by the Stadium Authority in operating, managing and Maintaining the Premises during such Lease Year, including (i) the amount of the Annual Capital Reserve Amount deposited by the Stadium Authority into the Stadium Capital Expenditure Reserve, and (ii) all amounts paid by the Stadium Authority to the Stadium Manager pursuant to the Stadium Management Agreement that are not included among the Shared Stadium Expenses, including any incentive fees relating to Stadium Authority Events; (c) the Stadium Authority Overhead; (d) all actual, out-of-pocket costs paid by the Stadium Authority in connection with Non-NFL Events during such Lease Year; (e) all amounts paid to Tenant as reimbursement of the complimentary buffet that Tenant is required to offer to certain SBL Holders pursuant to Exhibit D of their SBL Agreements, as provided in Paragraph 4.6.1, (f) all amounts paid by the Stadium Authority during such Lease Year for required payments on account of the Permitted Landlord Financing; and (g) all required prepayments of the Management Company Revolving Loan. For purposes of determining the amount of Excess Revenues for any Lease Year, Stadium Authority Expenses shall exclude Stadium Authority Discretionary Expenses and costs and expenses paid by the Stadium Authority in connection with Civic Events.

"Stadium Authority Insurance Policies" has the meaning set forth in Paragraph 23.2 of this Lease.

"Stadium Authority Overhead" has the meaning set forth in Paragraph 8.2.5 of this Lease.

"**Stadium Authority Parking Revenue**" has the meaning set forth in Paragraph 12.6 of this Lease.

"**Stadium Authority Parking Spaces**" means the five (5) parking spaces located on the Stadium Site designated as Stadium Authority Parking Spaces on the Site Plan, as the same may, with the approval of the Stadium Authority, be relocated from time to time to accommodate additions, changes or alterations to the Stadium Complex made pursuant to this Lease.

"**Stadium Authority Put Notice**" has the meaning set forth in Paragraph 5.1 of this Lease.

"**Stadium Authority Put Right**" has the meaning set forth in Paragraph 5.1 of this Lease.

"**Stadium Authority Reset Termination Payment**" has the meaning set forth in Paragraph 6.2.2(a) of this Lease.

"**Stadium Authority Revenue**" has the meaning set forth in ARTICLE 12 of this Lease.

"**Stadium Authority Season**" has the meaning set forth in Paragraph 1.3.7 of this Lease.

"**Stadium Authority's Proportionate Share**" has the meaning set forth in Paragraph 8.3.1 of this Lease.

"**Stadium Capital Expenditure Reserve**" means the segregated capital repair and replacement fund held in the Stadium Capital Expenditure Reserve Account.

"**Stadium Capital Expenditure Reserve Account**" means a separate depository account maintained by the Stadium Authority (or, following the Tenant Season Expansion Date, Tenant) at an Acceptable Bank for the purpose of holding, applying, investing and transferring the Stadium Capital Expenditure Reserve. The Stadium Capital Expenditure Reserve Account shall be separate from, and shall not be a part of, any other fund or account of the Stadium Authority.

"**Stadium Club**" has the meaning set forth in Paragraph 4.3.2 of this Lease.

"**Stadium Commercial Areas**" means, collectively, the Team Store, the Hall of Fame and those portions of the Stadium to be subleased by Tenant for retail, restaurant, or other commercial purposes from time to time. The Parties intend that, upon the Commencement Date, the Stadium Commercial Areas shall be the areas designated as Stadium Commercial Areas on the Stadium Plans. The Stadium Commercial Areas may be modified from time to time subject to the approval of Tenant and the Stadium Authority.

"**Stadium Complex**" means the Stadium and the Stadium Ancillary Property.

"**Stadium Components**" means the components of the Stadium, as distinct from the Stadium as a whole. "Stadium Components" includes, without limitation, Stadium gates, levels, plazas, concession areas, scoreboards, locker rooms and seating areas.

"**Stadium Components Sponsorship Rights**" means all Advertising and Sponsorship Rights relating to the Stadium Components.

"**Stadium Components Sponsorship Rights Revenue**" means all Net Revenues from the sale of Stadium Components Sponsorship Rights.

"**Stadium Contracts**" means any service contract, equipment lease, maintenance and warranty contract or other material contract entered into by the Stadium Authority that relate to the Stadium or goods or services provided thereto.

"**Stadium Events**" means any NFL Game or other NFL Event, Non-NFL Event or Civic Event, but excluding Tenant Incidental Uses, in or on the Premises.

"**Stadium Insurance Expenses**" has the meaning set forth in Paragraph 8.1.2 of this Lease.

"**Stadium Insurance Requirements**" means, in addition to the insurance and policies set forth in ARTICLE 23, the insurance policy and coverage requirements set forth in Exhibit M of this Lease.

"**Stadium Lease Documents**" means this Lease and all other agreements entered into by the Parties from time to time in connection with this Lease, including the Stadium Operations Agreement, the Stadium Parking Plan, the Stadium Signage Plan, the TMOP, the Stadium Operation and Maintenance Plan, the Stadium Management Agreement, the Revolving Credit Agreement, and the Capital Expenditure Plan, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"**Stadium Management Agreement**" means the Initial Stadium Management Agreement and any other agreement subsequently entered into by and between the Stadium Authority, Tenant and the Stadium Manager with respect to the operation and management of the Stadium.

"**Stadium Manager**" has the meaning set forth in Paragraph 7.2 of this Lease.

"**Stadium Name**" means the name given to the Stadium under a Stadium Naming Rights Agreement and the Marks used to designate and refer to the Stadium.

"**Stadium Naming Rights**" means, subject to terms and conditions contained in the Stadium Lease Documents, including the Stadium Signage Plan, any and all of the rights to (a) assign and designate a Stadium Name, (b) give or designate attributions for the Stadium, (c) display such Stadium Name or attributions, and any associated Marks, in, on or from the Stadium and Appurtenant Areas, (d) display the Stadium Name or attributions on the uniforms of Stadium personnel, including ushers, concession services personnel, security personnel, and maintenance crew, and (e) from time to time change the Stadium Name or attributions for the Stadium. Stadium Naming Rights shall include (i) the right to display the Stadium Naming Rights Sponsor's logo on the press backdrop to be used at all Stadium Authority press conferences, (ii) the right to include the Stadium Name in the URL for the Stadium website and to permit the Stadium Naming Rights Sponsor to receive significant content and advertising presence on Stadium's home page of the Stadium website; and (iii) the right to display the Stadium Name on Stadium Authority Event and Stadium Authority ancillary items, such as press releases, letterhead, business cards, credentials, and tickets and parking passes to Stadium Authority Events. Stadium Naming Rights shall not include Stadium Components Sponsorship Rights

(except as expressly provided in Paragraph 15.2 of this Lease) or any Advertising and Sponsorship Rights.

"Stadium Naming Rights Agreement" means the Initial Stadium Naming Rights Agreement and any subsequent agreement entered into by and between the Stadium Authority and one or more Persons with respect to the sale of the Stadium Naming Rights, which agreement, together with any amendments, restatements, supplements or other modifications thereto, shall be in form and substance acceptable to Tenant.

"Stadium Naming Rights Revenue" means all Net Revenues from the sale of Stadium Naming Rights pursuant to the Stadium Naming Rights Agreement. Stadium Naming Rights Revenue shall not include Stadium Components Sponsorship Rights Revenue, or any revenue from the sale of Advertising and Sponsorship Rights.

"Stadium Naming Rights Sponsor" means the Person or Persons who enter into the Stadium Naming Rights Agreement with the Stadium Authority.

"Stadium Operation and Maintenance Plan" means the operation and maintenance plan for the Stadium, as the same may be amended or supplemented by Landlord and Tenant from time to time, which shall be designed to achieve a safe and well-maintained Stadium, and shall include the standards for management and operation of the Stadium, including the required security, staffing and other required elements of hosting Stadium Events.

"Stadium Operations Agreement" means the Stadium Operations Agreement, which shall initially be developed by the Stadium Manager at least six (6) months prior to the Commencement Date in consultation with the Stadium Authority and Tenant, as the same may thereafter from time to time be amended or supplemented with the approval of the Stadium Authority and Tenant. The Stadium Operations Agreement shall include standards, procedures and protocols for the operation of the Stadium in accordance with this Lease, including (a) procedures for the Scheduling of Stadium Events, (b) procedures and requirements for the preparation and approval of the annual Stadium Operation and Maintenance Plan, Annual Shared Stadium Expense Budget, the Annual Stadium Capital Expenditure Plan and the Annual Statement of Stadium Operations, (c) Procurement Guidelines, and (d) reasonable rules and regulations regarding Stadium access by Suite licensees of their Suites and Premium Stadium Areas. The Parties acknowledge to one another that it is in their mutual best interests to address specific procedures and logistics relating to the operation of the Stadium through the Stadium Operations Agreement and that, following the Effective Date, they will work diligently and with best efforts to complete and execute the initial Stadium Operations Agreement as promptly as practicable; provided, however, that a failure to execute the Stadium Operation Agreement will not invalidate or render unenforceable any provision of this Agreement.

"Stadium Parking Agreements" means the Stadium Public Parking Agreements and those contracts entered into from time to time by or on behalf of the Stadium Authority or Tenant with private parking lot owners in the vicinity of the Stadium to provide parking for Stadium Events, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof.

"**Stadium Parking Areas**" means the Main Lot, the Public Parking Facilities and the Private Parking Facilities.

"**Stadium Parking Management Agreement**" means the agreement to be entered into by and between the Stadium Manager and the Stadium Parking Operator with respect to the Stadium Parking Areas.

"**Stadium Parking Operator**" has the meaning set forth in Paragraph 7.4.2 of this Lease.

"**Stadium Parking Plan**" means, as described in Paragraph 7.4.1(c) of this Lease, the parking plan for the Stadium, as the same shall be updated from time to time, which shall provide, in the reasonable judgment of the Stadium Authority and Tenant in accordance with the Mitigation Measures and Conditions of Approval, for a number of parking spaces or alternative transportation options sufficient to meet the parking and other transportation management requirements for the Stadium Events that are Scheduled for each Lease Year.

"**Stadium Personal Property**" means all furniture, fixtures, equipment, furnishings, machinery, and all other components and personal property owned by, or leased to, the Stadium Authority that is from time to time located on the Premises, together with all additions, alterations and replacements thereof (whether replaced by either Party), including all furniture, fixtures, equipment, furnishings, machinery, displays, Signage attendant to Stadium Naming Rights or Non-NFL Event Advertising Rights, and other personal property installed, affixed, attached or supplied to the Premises by the Stadium Authority pursuant to the terms of the Construction Agency Agreement and any additions, changes or alterations thereto or replacements or substitutions therefor. Stadium Personal Property does not include Tenant's Personal Property or any personal property owned or leased by any Approved Subtenants, licensees or invitees that may from time to time be brought onto the Premises.

"**Stadium Plans**" means the initial plans and specifications for the Stadium attached hereto as Exhibit C-2.

"**Stadium Property Insurance Policy**" has the meaning set forth in Paragraph 23.2.1 of this Lease.

"**Stadium Public Parking Agreements**" means the City-Stadium Authority Public Parking Agreement and the City-Tenant Public Parking Agreement and any Implementation Agreements to be entered into by the City, the Stadium Authority or Tenant from time to time setting forth rules and regulations for the Parties' use of the Public Parking Facilities.

"**Stadium Records**" has the meaning set forth in Paragraph 8.4.1 of this Lease.

"**Stadium Rules and Regulations**" has the meaning set forth in Paragraph 4.3.1(a) of this Lease.

"**Stadium Signage Areas**" means the areas and places in, at, or on the Stadium Complex or Appurtenant Areas that Signage attendant to the Advertising and Sponsorship Rights, including Stadium Components Sponsorship Rights, and Stadium Naming Rights shall be located from time to time, as set forth in the Stadium Signage Plan.

"**Stadium Signage Plan**" means the signage plan for the Stadium Complex and Appurtenant Areas, which shall, subject to Tenant's right to reasonably determine the location of Signage attendant to Advertising and Sponsorship Rights and Stadium Components Sponsorship Rights, as provided in ARTICLE 15 of this Lease, be prepared before the Commencement Date by the mutual approval of Landlord and Tenant, as the same may thereafter be amended, supplemented, or otherwise modified from time to time.

"**Stadium Site**" has the meaning set forth in the Ground Lease.

"**Stadium Tract Map**" has the meaning set forth in the Ground Lease.

"**Stars and Stripes Lot**" has the meaning set forth in Paragraph 1.3.2 of this Lease.

"**Submitting Party**" has the meaning set forth in Paragraph 32.3.1 of this Lease.

"**Subordinated Loan**" means the loan to the Stadium Authority that is made by Tenant pursuant to the StadCo Obligations Agreement.

"**Substantial Completion Date**" has the meaning set forth in the Ground Lease

"**Suite Premium Revenue**" has the meaning set forth in Paragraph 12.8 of this Lease.

"**Suite Tower**" means the nine (9) levels of floor area located on the west side of the Stadium as shown on the Stadium Plans, which includes Suites and Premium Stadium Areas.

"**Suites**" means the private, enclosed suites constructed within the Stadium from time to time.

"**SVP**" has the meaning set forth in Paragraph 7.7.5 of this Lease.

"**Takeout Financing**" means the financing by the Stadium Authority completed as of even date herewith, the proceeds of which are being used to replace the original financing obtained by the Stadium Authority to develop the Stadium, as the same may be extended, renewed, replaced, refunded or refinanced with Tenant's reasonable approval pursuant to Paragraph 28.1.1 of this Lease.

"**Takeout Financing Documents**" means the documents evidencing the Takeout Financing.

"**Tax**" means any tax, assessment, levy or similar charge. Without limiting the generality of the foregoing, the term "Tax" includes, without limitation, any payroll expense tax imposed on compensation (such as salaries, wages, commissions and other compensation) paid to employees of a business.

"**Tax Increase**" means an increase in any Tax levied, assessed or otherwise charged by the City or any Landlord Affiliate over the amount or rate thereof in effect on the Effective Date, other than an increase imposed statewide or over an area consisting of one or more entire counties, including Santa Clara County. In no event shall an increase in City utility rates be deemed a Tax Increase.

"**Team**" has the meaning set forth in Paragraph 16.2.3(a) of this Lease.

"**Team Store**" means the retail store(s) located in the Stadium designated as a "Team Store" from time to time by Tenant and the Stadium Authority, in which Tenant and the Team shall have the right to sell souvenirs, apparel and merchandise (including, without limitation, NFL novelties and licensed items) and other items, goods, services, equipment or wares relating to the Team or any Second Team. The Parties intend that, upon the Commencement Date, the Team Store shall be comprised of the areas shown on the Stadium Plans as the "Team Store", "Team Store Storage" and "Team Store Manager's Office".

"**Team Sublease**" has the meaning set forth in Paragraph 16.2.3(a) of this Lease.

"**Team Successor**" has the meaning set forth in Paragraph 16.2.1 of this Lease.

"**Team Suite**" or "**Team Suites**" means the Suite or Suites designated from time to time by Tenant for use by the owner of the Team and any Second Team.

"**Telecommunications Products or Services**" means local and long-distance land line and wireless telephone services, yellow pages and directory services (including on-line and Internet based), network integration, inside wiring and cabling, fiber deployment, basic network infrastructure, public communications, pay telephones, calling cards (including prepaid), voice mail, Internet services, programming, transmission of voice and data, interactive communications, virtual or enhancements of the same, land line and wireless video and data services, cable and wireless television services, paging services, home security services, mobile telecommunications devices, equipment and hardware (including RFID hardware), and any related mobile applications and software, whether providing telephone service, the transmission of voice and data, Internet service or network service, and any other telecommunications devices, equipment, hardware, software or other similar or related products or services.

"**Telecommunications Rights**" means any and all of the rights to the full use and enjoyment and to control, provide, conduct, lease, license, grant concessions with respect to and contract for, Telecommunication Products or Services to or for the Stadium Complex, including the right to sell or license the right to provide Telecommunications Products or Services on an exclusive or nonexclusive basis. Telecommunications Rights does not include advertising through Telecommunications Rights.

"**Temporary Second Team Occupancy**" has the meaning set forth in Paragraph 17.2 of this Lease.

"**Temporary Taking**" has the meaning set forth in Paragraph 25.2 of this Lease.

"**Tenant**" has the meaning set forth in the introductory paragraph of this Lease.

"**Tenant Advertising and Sponsorship Revenue**" has the meaning set forth in Paragraph 13.4.2 of this Lease.

"**Tenant Alterations**" has the meaning set forth in Paragraph 11.1 of this Lease.

"**Tenant Concession Revenue**" has the meaning set forth in Paragraph 7.3.2 of this Lease.

"**Tenant Default**" has the meaning set forth in Paragraph 26.1 of this Lease.

"**Tenant Event Day**" has the meaning set forth in Paragraph 18.2 of this Lease.

"**Tenant Event Expenses**" has the meaning set forth in Paragraph 7.1.1(a) of this Lease.

"**Tenant Events**" has the meaning set forth in Paragraph 4.2.3 of this Lease.

"**Tenant Improvements**" means the improvements within Tenant's Exclusive Facilities and any other improvements within the Stadium that are owned by, and constructed at the cost of, Tenant or any Tenant Transferee, including Tenant Identification Signage and Signage in connection with the sale of Advertising and Sponsorship Rights; provided, however, that Tenant Improvements shall not include (a) the structural elements of the Stadium located within Tenant's Exclusive Facilities, or (b) the "Base Building" elements of the Stadium located within Tenant's Exclusive Facilities (*i.e.*, the foundation, the footings, the floor slabs, and the load bearing walls and exterior walls of the Tenant's Exclusive Facilities). Without limiting the foregoing, all costs and expenses incurred in the installation and construction of the Tenant Improvements shall be borne solely by Tenant.

"**Tenant-Identification Signage**" has the meaning set forth in Paragraph 15.4.2 of this Lease.

"**Tenant Incidental Uses**" has the meaning set forth in Paragraph 4.3.2 of this Lease.

"**Tenant Mortgage**" means a Mortgage that encumbers this Lease and the Leasehold Estate created thereby.

"**Tenant Mortgagee**" means a holder of a Tenant Mortgage (and its successors and assigns), provided: (a) it is not an Affiliate of Tenant; and (b) Landlord has received notice of its name and address and a copy of its Tenant Mortgage.

"**Tenant Mortgagee's Consent**" means the prior written consent of a Tenant Mortgagee (or at Tenant Mortgagee's option, simultaneous or subsequent consent) to a matter for which such consent is expressly required by this Lease. Where this Lease requires a Tenant Mortgagee's Consent as to a particular matter, then Tenant Mortgagee may withhold consent for any reason or no reason (*i.e.*, in its sole, absolute, and unreviewable discretion) except to the extent this Lease or the Tenant Mortgage (or any loan document secured by the lien of the Tenant Mortgage) provides otherwise. Nothing in this definition shall require Landlord to obtain (or to confirm that Tenant obtained) consent from any Tenant Mortgagee except where this Lease expressly requires "Tenant Mortgagee's Consent."

"**Tenant Mortgagee's Cure**" means the cure of a Tenant Default or alleged Tenant Default by a Tenant Mortgagee, and includes any and all actions taken by a Tenant Mortgagee to cure a Tenant Default or alleged Tenant Default, whether or not successful.

"**Tenant Mortgagee's Cure Rights**" means all any and all rights of a Tenant Mortgagee to effectuate a Tenant Mortgagee's Cure.

"Tenant Mortgagee's Representative" means any agent, assignee, nominee, designee or representative from time to time designated by a Tenant Mortgagee, but only if (a) such Person is an Affiliate, employee, legal counsel, bona-fide loan servicer, custodian or collateral agent of such Tenant Mortgagee, is another Tenant Mortgagee, or acquired the Leasehold Estate at a Foreclosure, and (b) Notice of the name, notice address and status of such Person as a Tenant Mortgagee's Representative has been given to Landlord by the Tenant Mortgagee making such designation.

"Tenant Option" means any of the following rights of Tenant under this Lease, to the extent (if any) this Lease provides for them: (a) any Extension Option; (b) any option to terminate or cancel this Lease, in whole or in part; and (c) any other discretionary right or privilege of Tenant similar to either of the foregoing.

"Tenant Parking Revenue" has the meaning set forth in Paragraph 13.4.3 of this Lease.

"Tenant Party" or **"Tenant Parties"** means Tenant, the Team, any Second Team, any other Tenant Transferee, or any of their respective officers, directors, employees, agents, contractors or invitees.

"Tenant Representative" has the meaning set forth in Paragraph 33.27 of this Lease.

"Tenant Requested Alterations" has the meaning set forth in Paragraph 11.1 of this Lease.

"Tenant Revenue" has the meaning set forth in Paragraph 13.2 of this Lease.

"Tenant Season" has the meaning set forth in Paragraph 1.2.1 of this Lease.

"Tenant Season Expansion Date" has the meaning set forth in Paragraph 5.1 of this Lease.

"Tenant Service Revenue" has the meaning set forth in Paragraph 13.4.1 of this Lease.

"Tenant Successor" has the meaning set forth in Paragraph 16.2.1 of this Lease.

"Tenant Telecommunications Revenue" has the meaning set forth in Paragraph 13.4 of this Lease.

"Tenant Transferee" means any Person, including the Team or any Second Team, to whom Tenant Transfers all or any portion of its right, title or interest in the Premises.

"Tenant-Specific Default" means any Tenant Default that: (a) is not reasonably susceptible of cure by a Tenant Mortgagee, such as (in each case, to the extent, if any, that such action or failure to act actually constitutes a Tenant Default under this Lease) any Tenant Default resulting from a Bankruptcy Proceeding affecting any Person; a prohibited transfer or change of management; a failure to deliver required financial information within Tenant's control; or a failure to comply with requirements or restrictions relating to real property other than the Premises; (b) by its nature relates only to, or can reasonably be performed only by, Tenant or its Affiliates; or (c) consists of Tenant's failure to satisfy or discharge any Lien, charge, or

Encumbrance that (i) attaches to the Leasehold Estate but not the Fee Estate or Landlord's Estate; (ii) is junior to the Tenant Mortgage; and (iv) this Lease prohibits.

"Tenant-Specific Obligation" means any obligation, the breach of which would constitute a Tenant-Specific Default.

"Tenant's Auto Policy" has the meaning set forth in Paragraph 23.1.5 of this Lease.

"Tenant's Builder's All Risk Policies" has the meaning set forth in Paragraph 23.1.4 of this Lease.

"Tenant's CGL Policy" has the meaning set forth in Paragraph 23.1.1 of this Lease.

"Tenant's Compliance Costs" has the meaning set forth in Paragraph 4.11.3 of this Lease.

"Tenant's Estimated Share" has the meaning set forth in Paragraph 8.3.2 of this Lease.

"Tenant's Excess/Umbrella Policy" has the meaning set forth in Paragraph 23.1.3 of this Lease.

"Tenant's Exclusive Concession Rights" has the meaning set forth in Paragraph 7.3.1(a) of this Lease.

"Tenant's Exclusive Facilities" means (a) the Stadium Commercial Areas, including the Team Store and the Hall of Fame, as depicted on the Stadium Plans, (b) Tenant's Administrative Space, as depicted on the Stadium Plans, (c) locker rooms and related training space, (d) the Stadium Audio/Video Facilities, (e) the Owners' Club, including the Team Suite, (f) the Suite Tower depicted on the Stadium Plans, including all Suites, but excluding any Premium Stadium Areas located in the Suite Tower; and (g) such other areas designated for the exclusive use of Tenant, the Team, any Second Team or other Tenant Parties within the Premises depicted on the Stadium Plans or on the Site Plan; provided, however, that (i) Tenant may, subject to the provisions of ARTICLE 11 of this Lease, relocate, redesign, reconfigure, expand or reduce, or otherwise modify Tenant's Exclusive Facilities and (ii) if a Second Team shall play and host NFL Home Games in the Stadium, Tenant shall, subject to the provisions of ARTICLE 17 (but otherwise without compensation to the Stadium Authority), have the right to convert Stadium Operations Areas into Tenant's Exclusive Facilities as may be reasonably necessary to accommodate the use of the Premises by a Second Team (e.g., locker rooms and related training space, coaches' offices).

"Tenant's Insurance Policies" has the meaning set forth in Paragraph 23.1 of this Lease.

"Tenant's Landlord Work Costs" has the meaning set forth in Paragraph 11.2.3 of this Lease.

"Tenant's Lien Discharge Costs" has the meaning set forth in Paragraph 11.5.2 of this Lease.

"Tenant's Market Reset Termination Notice" has the meaning set forth in Paragraph 6.2.2 of this Lease.

"Tenant's O&M Obligations" has the meaning set forth in Paragraph 7.1.2 of this Lease.

"**Tenant's Parking Spaces**" means the thirty-nine (39) parking spaces designated as Tenant's Parking Spaces on the Site Plan and/or, excluding the Stadium Authority Parking Spaces, such other parking spaces as may be located from time to time on the Stadium Site.

"**Tenant's Personal Property**" means, collectively, the furniture, fixtures, equipment, furnishings, machinery and all other components and personal property owned by, or leased to, Tenant (other than that leased to Tenant under this Lease), the Team or any Second Team, together with all additions, alterations and replacements thereof.

"**Tenant's Proportionate Share**" has the meaning set forth in Paragraph 7.7.5 of this Lease.

"**Tenant's Put Right Payment**" has the meaning set forth in Paragraph 5.2.1 of this Lease.

"**Tenant's Remediation Costs**" has the meaning set forth in Paragraph 31.2 of this Lease.

"**Tenant's Self-Help Costs**" has the meaning set forth in Paragraph 26.4.2 of this Lease.

"**Tenant's Self-Help Rights**" has the meaning set forth in Paragraph 26.4.2 of this Lease.

"**Tenant's Workers' Compensation Policy**" has the meaning set forth in Paragraph 23.1.2 of this Lease.

"**Term**" has the meaning set forth in Paragraph 2.2 of this Lease.

"**Ticket**" means the ticket or other indicia by which admission to the Stadium and, in some cases, admission to a Suite or other Premium Seating or Premium Stadium Areas, for Stadium Events is permitted and controlled.

"**TMOP**" means the Traffic Management and Operation Plan to be entered into by the Stadium Authority and Tenant in connection with this Lease, as the same may be amended, supplemented, modified, renewed or extended from time to time in accordance with the terms thereof.

"**Training Facilities Easement Area**" has the meaning set forth in Paragraph 1.3.6 of this Lease.

"**Training Facilities Parcel**" has the meaning set forth in Paragraph 1.3.6 of this Lease.

"**Transfer**" has the meaning set forth in ARTICLE 16 of this Lease.

"**Unallocated Amount**" has the meaning set forth in Paragraph 12.1 of this Lease.

"**Untenantable Condition**" means the existence of any one of the following conditions, including as a result of Condemnation, Casualty, Force Majeure or Landlord Failure, but only to the extent the same is not the result of the willful misconduct of Tenant, any Tenant Transferee, including the Team or any Second Team, or any Affiliate of Tenant or any Tenant Transferee, or the failure of Tenant to perform its obligations as required under this Lease:

(a) The condition of the Stadium is such that the playing of NFL Games is not permitted under NFL Rules and Regulations;

(b) The condition of the Stadium does not reasonably permit it to be used, occupied or exploited by the Team in connection with NFL Games in the manner that stadiums are customarily used, occupied or exploited by NFL teams;

(c) The use or occupancy of the Stadium for an NFL Home Game or an NFL Event is not permitted under Applicable Laws or is restricted in any material respect under Applicable Laws or otherwise, including, but not limited to, denial of access;

(d) The use or occupancy of twenty percent (20%) or more of any of the total manifested seats within the Stadium is restricted or such seats are unusable or are subject to a material restriction on access; or

(e) The use or occupancy of twenty percent (20%) or more of the parking spaces in the Public Parking Facilities is restricted or such parking spaces are unusable or are subject to a material restriction on access.

"**Utilities**" means water and sewer, gas, electricity, chilled water, telephone, cable, data lines and other utility services supplied to or used from time to time in the Premises.

"**Warranty/Other Claim**" has the meaning set forth in Paragraph 7.8.2 of this Lease.

"**Water District**" means the Santa Clara Valley Water District, a California Special District.